

Alliance Pipeline L.P.: Original Volume No. 1
Title Page : Effective

FERC GAS TARIFF

Original Volume No. 1

of

ALLIANCE PIPELINE L.P.

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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First Revised Sheet No. 1 First Revised Sheet No. 1

Superseding: Original Sheet No. 1

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Original Sheet No.3 Original Sheet No.3 : Effective

Preliminary Statement

Alliance Pipeline L.P. ("Transporter") is a limited partnership formed under the laws of the State of Delaware. Transporter is a "natural gas company" as defined by the Natural Gas Act ("NGA"), 15 U.S.C. §717-717w, and is subject to the jurisdiction of the Federal Energy Regulatory Commission. Transporter owns and operates a natural gas transmission system that extends from an interconnection with Alliance Pipeline Limited Partnership at the Canadian-United States border at Renville County, North Dakota, to various points of delivery in the Chicago, Illinois area.

Transporter is engaged in the business of transporting natural gas for shippers in interstate commerce on a firm and interruptible basis. The transportation of natural gas in interstate commerce is provided pursuant to a Certificate of Public Convenience and Necessity issued to Transporter by the Commission under Section

7(c)

of the NGA, and pursuant to a blanket certificate issued to Transporter for the activities specified in Part 284, Subpart G, of the Commission's regulations, as amended from time to time.

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Original Sheet No.6 Original Sheet No.6 : Effective

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Statement of Rates^{1,2,3}

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FERC Docket: RP09-965-000

Seventh Revised Sheet No. 10 Seventh Revised Sheet No. 10

Superseding: Sixth Revised Sheet No. 10

Statement of Rates 1/ 2/ 3/

Rate Schedule FT-1 Recourse Rates:

	Maximum	Minimum	
Reservation Charge	\$16.0705	\$ 0.0000	\$ per Dth per Month
Usage Charge	\$ 0.0000	\$ 0.0000	\$ per Dth
AOS Charge	\$ 0.5283	\$ 0.0000	\$ per Dth

Rate Schedule IT-1 Recourse Rates:

	Maximum	Minimum	
Usage Charge	\$ 0.5283	\$ 0.0000	\$ per Dth

-
- 1/ An ACA Unit Charge of \$0.0019 per Dth, calculated in accordance with Section 30 of the GTC of Transporter's Tariff, shall be added to each rate set forth on Sheet No. 10.
 - 2/ For invoicing purposes, the rates and surcharges set forth above (including the ACA Unit Charge) will be applied, as appropriate, to a) Shipper's Contracted Capacity as stated in the Transportation Agreement and b) volumes of gas received by Transporter from Shipper for Transportation, after such Contracted Capacity and volumes of Gas received are converted to Dekatherms utilizing a Thermal Conversion Factor equal to 1.095 Dth per Mcf.
 - 3/ Shippers under all Rate Schedules shall also provide Fuel in accordance with Section 14 of the GTC.

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Sixteenth Revised Sheet No. 11 Sixteenth Revised Sheet No. 11

Superseding: Fifteenth Revised Sheet No. 11

Essential Elements of
Rate Schedule FT-1 Negotiated Rate Transactions 1/ 4/

Shipper Name	Contract Number	Negotiated Reservation Charge 5/ \$/Dth/mo.	Negotiated AOS Charge \$/Dth	Contracted Capacity MMcf/d	Primary Term Start-Primary Term End	Primary Delivery Point 2/ 6/	Delivery Point Capacity 3/ MMcf/d
Iberdrola Renewables, Inc.	US5039	16.5000	0.000	1.000	12/01/2003-11/30/2015	ANR Peoples NICOR	0.520 0.560 0.420
EnCana Marketing (USA) Inc.	US5000	16.5000	0.0000	63.000	12/01/2000-11/30/2015	ANR NICOR Peoples	27.320 7.980 59.200
Alliance Canada Marketing L.P.	US5037	16.5000	0.0000	76.200	12/01/2000-11/30/2015	ANR NGPL NICOR Vector	37.050 2.180 43.070 32.000
Canadian Natural Resources Limited	US5038P-02	16.5000	0.0000	10.200	08/01/2009 - 11/30/2015	Peoples ANR	11.400 3.900
ARC Resources Ltd.	US5036	16.5000	0.0000	2.000	12/01/2000-11/30/2015	Peoples ANR NICOR	1.110 1.060 0.830
ConocoPhillips Company	US5024P-01	16.5000	0.0000	75.000	11/01/2006-11/30/2015	Peoples ANR NICOR Vector	45.380 12.220 28.710 26.190
Canadian Natural Resources Limited	US5006P-01	16.5000	0.0000	42.800	08/01/2009-11/30/2015	Peoples ANR NICOR	33.240 20.090 10.870
BP Canada Energy Marketing Corp.	US5013PA-06	6.48	0.0000	20.000	04/01/2007-03/31/2010	ANR Peoples NICOR	11.410 7.440 11.150

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Tenth Revised Sheet No. 12 Tenth Revised Sheet No. 12

Superseding: Ninth Revised Sheet No. 12

Shipper Name	Rate Schedule Contract Number	FT-1 Negotiated Reservation Charge 5/ \$/Dth/mo.	Essential Elements of Negotiated Rate Transactions 1/ 4/				Primary Delivery Point 2/ 6/	Delivery Point Capacity 3/ MMcf/d
			Negotiated AOS Charge \$/Dth	Contracted Capacity MMcf/d	Primary Term Start- Primary Term End			
Chevron Standard Limited	US5008	16.5000	0.0000	30.000	12/01/2000-11/30/2015	ANR	17.400	
						Midwestern	2.900	
						Vector	10.400	
						Guardian	14.300	
ConocoPhillips Company	US5010P-01	16.5000	0.0000	51.100	11/01/2006-11/30/2015	Peoples ANR	57.020 19.630	
Apache Corporation	US5002	16.5000	0.0000	8.321	12/01/2000-11/30/2015	Peoples ANR	2.000 5.800	
						NICOR	4.700	
						Iberdrola Renewables Inc.	US5027P-00	16.5000
Constellation Energy Commodities Group, Inc.	US5012	16.5000	0.0000	67.250	12/01/2000-11/30/2015	ANR NICOR	44.635 56.240	
ExxonMobil Gas & Power Marketing Company	US5011	16.5000	0.0000	20.000	12/01/2000-11/30/2015	ANR NICOR	13.270 16.730	
Iberdrola Renewables Inc.	US5001P-01	16.5000	0.0000	145.750	11/01/2007-11/30/2015	ANR Vector	148.670 69.955	
Enbridge Gas Services (U.S.) Inc.	US5015	16.5000	0.0000	30.000	12/01/2000-11/30/2015	Peoples NICOR Vector	18.600 11.150 15.250	
EnerMark Inc.	US5004	16.5000	0.0000	5.000	12/01/2000-11/30/2015	Peoples ANR	5.580 1.920	
Fortuna (U.S.) L.P.	US5032	16.5000	0.0000	36.627	12/01/2000-11/30/2015	Peoples ANR NICOR	17.256 24.765 12.920	
ConocoPhillips Company	US5014	16.5000	0.0000	50.000	12/01/2000-11/30/2015	Peoples ANR NICOR Vector	37.200 10.000 13.940 13.860	

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Ninth Revised Sheet No. 13 Ninth Revised Sheet No. 13

Superseding: Eighth Revised Sheet No. 13

Essential Elements of
Rate Schedule FT-1 Negotiated Rate Transactions 1/ 4/

Shipper Name	Contract Number	Negotiated Reservation Charge 5/ \$/Dth/mo.	Negotiated AOS Charge \$/Dth	Contracted Capacity MMcf/d	Primary Term Start-Primary Term End	Primary Delivery Point 2/ 6/	Delivery Point Capacity 3/ MMcf/d
Hunt Oil Company of Canada, Inc.	US5018	16.5000	0.0000	7.500	12/01/2000-11/30/2015	Peoples ANR NICOR Vector	5.580 1.080 2.090 2.500
Husky Gas Marketing Inc.	US5022	16.5000	0.0000	25.660	12/01/2000-11/30/2015	Peoples ANR NICOR Vector	16.740 4.434 0.396 16.920
Pengrowth U.S. Corporation	US5003	16.5000	0.0000	18.700	12/01/2000-11/30/2015	Peoples ANR NICOR	8.350 10.320 9.380
Nexen Marketing U.S.A. Inc.	US5007	16.5000	0.0000	15.000	12/01/2000-11/30/2015	Peoples ANR NICOR	5.580 8.560 8.360
Devon Canada Corporation	US5019	16.5000	0.0000	21.835	12/01/2000-11/30/2015	Peoples ANR NICOR	10.031 11.040 11.682
Penn West Petroleum	US5020	16.5000	0.0000	5.000	12/01/2000-11/30/2015	Peoples ANR	5.580 1.920
Petro-Canada Hydrocarbons Inc.	US5021	16.5000	0.0000	85.000	12/01/2000-11/30/2015	Peoples ANR NICOR Vector	56.910 30.000 28.430 12.160
TAQA North	US5023P-01	16.5000	0.0000	75.000	04/01/2009-11/30/2015	ANR	112.500
ProGas U.S.A. Inc.	US5025	16.5000	0.0000	28.749	12/01/2000-11/30/2015	Peoples ANR NICOR	10.926 19.856 12.336
Pengrowth U.S. Corporation	US5011P-01	16.5000	0.0000	10.000	11/01/2007-11/30/2015	ANR NICOR	6.640 8.360

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Ninth Revised Sheet No. 14 Ninth Revised Sheet No. 14

Superseding: Eighth Revised Sheet No. 14

Essential Elements of
Rate Schedule FT-1 Negotiated Rate Transactions 1/ 4/

Shipper Name	Contract Number	Negotiated Reservation Charge 5/ \$/Dth/mo.	Negotiated AOS Charge \$/Dth	Contracted Capacity MMcf/d	Primary Term Start- Primary Term End	Primary Delivery Point 2/ 6/	Delivery Point Capacity 3/ MMcf/d
Canadian Natural Resources Limited	US5029	16.5000	0.0000	7.500	12/01/2000-11/30/2015	Peoples ANR	8.370 2.880
ARC Resources Ltd.	US5030	16.5000	0.0000	4.000	12/01/2000-11/30/2015	Peoples ANR NICOR	2.230 2.100 1.670
Trilogy Energy LP	US5031	16.5000	0.0000	15.000	12/01/2000-11/30/2015	Peoples ANR NICOR	5.580 8.560 8.360
Enbridge Gas Distribution Inc.	US5033	16.5000	0.0000	75.000	12/01/2000-11/30/2015	Peoples ANR Vector	29.760 11.150 71.590
Union Gas Limited	US5034	16.5000	0.0000	80.000	12/01/2000-11/30/2015	Peoples Vector	40.000 80.000
Westcoast Energy (U.S.) LLC	US5035	16.5000	0.0000	66.000	12/01/2000-11/30/2015	Peoples ANR NICOR Vector	55.800 13.380 29.820
Williams Gas Marketing, Inc.	US5016	16.5000	0.0000	10.000	12/01/2000-11/30/2015	Peoples ANR	11.160 3.840
ARC Resources Ltd.	US5025P-02	16.5000	0.0000	0.257	01/01/2009-11/30/2015	Peoples	0.386
BP Canada Energy Marketing Corp.	US5025P-03	16.5000	0.0000	1.175	01/01/2009-11/30/2015	ANR Peoples	1.058 0.705
Canadian Natural Resources Limited	US5025P-04	16.5000	0.0000	7.831	01/01/2009-11/30/2015	ANR NICOR	7.048 4.699
Conoco Phillips Company	US5025P-05	16.5000	0.0000	2.995	01/01/2009-11/30/2015	ANR NICOR	1.797 2.696
EnCana Marketing	US5025P-07	16.5000	0.0000	3.399	01/01/2009-11/30/2015	ANR NICOR	3.059 2.040

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First Revised Sheet No. 15 First Revised Sheet No. 15

Essential Elements of
 Rate Schedule FT-1 Negotiated Rate Transactions 1/ 4/

Shipper Name	Contract Number	Negotiated Reservation Charge 5/ \$/Dth/mo.	Negotiated AOS Charge \$/Dth	Contracted Capacity MMcf/d	Primary Term Start-Primary Term End	Primary Delivery Point 2/ 6/	Delivery Point Capacity 3/ MMcf/d
EnerMark Inc.	US5025P-08	16.5000	0.0000	3.959	01/01/2009-11/30/2015	Peoples ANR	2.376 3.563
Hunt Oil Company Of Canada, Inc.	US5025P-09	16.5000	0.0000	1.113	01/01/2009-11/30/2015	Peoples NICOR	1.002 0.668
BP Canada Energy	US5025P-12	16.5000	0.0000	0.079	01/01/2009-11/30/2015	Peoples ANR	0.048 0.071

- 1/ The Negotiated Rate Contracts set forth herein do not deviate in any material respect from Transporter's Form of Firm Transportation Agreement.
- 2/ The name and location of each Delivery point is listed in Sheet No. 279 of this Tariff.
- 3/ Shipper's Primary Delivery Point Capacity may equal up to 150% of Contracted Capacity. Capacities as of November 21, 2001.
- 4/ The Primary Receipt Point for each Negotiated Rate Contract set forth herein is the Canadian Border.
- 5/ The stated Reservation Charge is derived from rate principles stipulated in the Firm Transportation Agreement.
- 6/ Subject to change pursuant to Section 4 of Rate Schedule FT-1.

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Original Sheet No. 30 Original Sheet No. 30

Essential Elements of Rate Schedule FT-1 Negotiated Rate Transactions							
Shipper Name	Contract Number	Negotiated Reservation Charge 2/ \$/Dth/mo.	Negotiated AOS Charge 3/ \$/Dth	Contracted Capacity MMcf/d	Primary Term Start Primary Term End	Primary Delivery Point 4/6/ 5/ MMcf/d	Delivery Point Capacity 5/ MMcf/d
Pecan North Dakota 1/	US5040	16.5000	0.2712	40	02/01/2010	Vector	20
					01/31/2011	ANR	20
				80		Midwestern	20
					02/01/2011	Vector	40
					01/31/2020	ANR	40
						Midwestern	40

- 1/ The Negotiated Rate Contract for Pecan North Dakota was filed on September 15, 2008 in Docket No. RP08-624-000 and approved by the Commission as a nondiscriminatory nonconforming Firm Transportation Agreement in Alliance Pipeline L.P., 125 FERC ¶ 61,109 (2008)
- 2/ The Negotiated Reservation Charge will be derived from the Rate Principles attached to the Pecan North Dakota Firm Transportation Agreement. Reservation Charge Credits shall be provided in accordance with the terms of paragraph 2 of Appendix B of the Pecan North Dakota Firm Transportation Agreement. For invoicing purposes, the Reservation Charge will be applied to the Contracted Capacity converted to Dekatherms utilizing a Thermal Conversion Factor of 1.250 Dth per Mcf.
- 3/ The Negotiated AOS Charge shall be equal to 50% of the 100% load factor Reservation Charge. For invoicing purposes, the Negotiated AOS Charge will be applied to the AOS transportation volumes converted to Dekatherms utilizing a Thermal Conversion Factor of 1.250 Dth per Mcf.
- 4/ The name and location of each Delivery Point is listed in Sheet No. 279 of this tariff.
- 5/ Shippers Primary Delivery Point Capacity may equal up to 150% of the Contracted Capacity. Capacities as of February 1, 2010.
- 6/ Subject to change pursuant to Section 4 of Rate Schedule FT-1.

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Non-conforming Agreements

Shipper Name	Contract Number	Start Date End Date	Rate Schedule
Pecan Pipeline (North Dakota), Inc.	US5040	02/01/2010 01/31/2020	FT-1

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RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called "Shipper", which has (i) entered into a Firm Transportation Agreement with Transporter for Firm Transportation Service under this Rate Schedule; (ii) made arrangements acceptable to Transporter for Transportation service on upstream and downstream transporters; and (iii) satisfied the requirements of Section 22 of the GTC of Transporter's Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each Day during the term of a Firm Transportation Agreement the Shipper shall be entitled to request service hereunder subject to this Rate Schedule and the GTC. Nominations for service shall be made pursuant to Section 11 of the GTC. Service hereunder shall not be subject to curtailment or interruption except as provided for herein and in Section 15 of the GTC.
- 2.2 Transporter may refuse to render service hereunder if and for so long as Shipper is in default under any Firm or Interruptible Transportation Agreement with Transporter, or under the GTC.
- 2.3 Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Contracted Capacity, plus Authorized Overrun Service, plus an amount reflecting a Fuel Requirement as determined in Section 14 of the GTC, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's Firm Transportation Agreement and the GTC. Such Contracted Capacity shall be specified in Shipper's Firm Transportation Agreement. Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Points listed on Sheet No. 279 of Transporter's Tariff, Dths equivalent to the amount of Dths received by Transporter, less associated Fuel Requirement, at the Receipt Point. If Shipper so directs Transporter, Transporter will transport Shipper's gas to the designated Processing Delivery Point for processing and, after processing, transport, for the Shipper's account, to nominated downstream Delivery Point(s), Dths equivalent to the lesser of: (i) the amount of Dths received for Shipper's account at the Receipt Point, less associated Fuel Requirement, or (ii) the amount of Dths received for Shipper's account at the outlet of the Processing Plant.

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2.4 Except as may be required under Section 32 of the GTC, Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Transportation service to Shipper pursuant to this Rate Schedule.

2.5 Transporter shall determine periodically, and post on its Electronic Delivery Mechanism ("EDM"), the amount of capacity available in addition to the total Contracted Capacity under all Firm Transportation Agreements (the "Authorized shall be available to all Shippers which have executed Firm Transportation Agreements. Actual capacity available for AOS will vary daily depending upon Shipper nominations for Firm Service and the capability of Transporter's system to provide Transportation. A firm Shipper may nominate AOS in excess of Shipper's Contracted Capacity.

2.6 Firm Shippers may nominate AOS in accordance with Section 11 of the GTC. If the total AOS nominations exceed the available AOS, AOS will be allocated to firm Shippers in accordance with Section 12.3 of the GTC.

3. RATES

3.1 The applicable maximum and minimum unit rates for service hereunder are set forth in the currently effective Sheet No. 10 of this Tariff and are hereby incorporated herein.

3.2 Unless Transporter and Shipper agree in writing to a Negotiated Rate for service provided hereunder, the rates applicable to Shipper for service hereunder shall be the maximum Recourse Rates as set forth on the effective Sheet No. 10. Transporter will negotiate rates in accordance with Section 39 of the GTC.

3.3 Effective as of the date of commencement of service, as provided for in the Firm Transportation Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Rate Schedule each Month:

(a) subject to the credits set forth in Section 3.3(b), the sum of the following amounts:

(i) the applicable Negotiated or Recourse Reservation Charge, as set forth in Shipper's Firm Transportation Agreement, multiplied by Shipper's Contracted Capacity (converted to Dth, utilizing the Thermal Conversion Factor);

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- (ii) the applicable Negotiated or Recourse Usage Charge, multiplied by the total volume actually received from Shipper during the Month (converted to Dth, utilizing the Thermal Conversion Factor), less the Fuel Requirement, pursuant to Shipper's Firm Transportation Agreement;
- (iii) the applicable Negotiated or Recourse AOS rate, multiplied by the Total volume actually received from Shipper above Contracted Capacity (converted to Dth, utilizing the Thermal Conversion Factor), during the Month, pursuant to Shipper's Firm Transportation Agreement;
- (iv) any applicable ACA charges, pursuant to Section 30 of the GTC;
- (v) any applicable late payment charge, as determined under Section 7.4 of the GTC;
- (vi) any applicable penalties determined under Section 16 of the GTC; and
- (vii) any unpaid Reservation Charges for Released Capacity, as determined under Section 23.4 of the GTC.
- (b) The sum of the amounts set forth in Sections 3.3(a)(i) through (vii) shall be reduced by the sum of the credits set forth below, as applicable:
- (i) any Reservation Charge Credits to which Shipper is entitled under Section 7 of this Rate Schedule;
- (ii) any credits for Released Capacity determined under Section 23.5 of the GTC; and
- (iii) Shipper's allocable share of any revenue credits as determined in accordance with Section 34 of the GTC.
- 3.4 Nothing in this Section 3 shall be construed as in any way relieving Shipper from its obligations to pay any adjustments or penalties under Section 7 of the GTC.
4. POINTS OF RECEIPT AND DELIVERY
- 4.1 The Receipt Point(s) at which Transporter shall receive gas for Transportation hereunder shall be the points listed on Sheet No. 278 of Transporter's Tariff.

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Shipper's Firm Transportation Agreement shall designate Shipper's Primary Receipt Point(s).

4.2 The Delivery Point(s) at which Transporter shall deliver gas for Shipper's account under this Rate Schedule shall be those points listed on Sheet No. 279 of Transporter's Tariff. Shipper's Firm Transportation Agreement shall designate Shipper's Primary Delivery Point(s) and associated Primary Delivery Point Capacity. Shipper shall have the right to utilize those points above the stated entitlements and all other Delivery Points as Secondary Delivery Points, subject to availability and the provisions of Section 15 of the GTC.

4.3 When entering into a Firm Transportation Agreement, Shipper shall elect Primary Receipt Point(s) and Primary Delivery Point(s) from those Receipt and Delivery Points listed on Sheet Nos. 278 and 279, respectively of Transporter's Tariff, subject to availability and Transporter's approval. Transporter shall approve such elections based on availability of capacity at the selected points, in a manner that is not unduly discriminatory. Shippers may designate Primary Delivery Point Capacity at each Delivery Point, in aggregate not to exceed one hundred and fifty percent (150%) of their Contracted Capacity.

4.4 Shippers may request changes to their Primary Delivery Points, including increases or reductions to Primary Delivery Point Capacities, by submitting to Transporter a request to its change Primary Delivery Point designation. Such requested Primary Delivery Point Capacity must be within one hundred and fifty percent (150%) of Shipper's Contracted Capacity. Requests for changes in Primary Delivery Points will be date stamped when received by Transporter and processed in the order in which they are received.

4.5 If adequate capacity is available at the requested new Primary Delivery Point to accommodate the full request, the request will be approved and Transporter shall notify Shipper of such approval via EDM within five (5) Business Days of receiving the request. Upon receipt of such notice of approval, Shipper shall have three (3) Business Days to provide Transporter with the identity of the Delivery Points from which Primary Delivery Point Capacity is to be transferred to the new Primary Delivery Point. Such accepted changes shall be effective immediately following the execution of amending documents.

4.6 Transporter shall maintain a queue or queues of requests from Shippers wishing to either add Primary Delivery Points or increase the Shipper's designated Primary Delivery Point Capacity at a Delivery Point and such queue or queues shall establish the priority in which the Transporter will accommodate such requests in accordance with Section 4.4.

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4.7 If adequate Delivery Point Capacity is not available at the requested new Primary Delivery Point to accommodate the full request, Transporter shall, within five (5) Business Days of receiving the request, advise Shipper, via EDM, as to the amount of capacity, if any, that can be accommodated at the requested new Primary Delivery Point. Within three (3) Business Days of receiving such notice, Shipper may (i) withdraw its request; or (ii) identify the Delivery Point from which the available amount of capacity, if any, is to be transferred to the new Primary Delivery Point. With respect to the amount of capacity that cannot be accommodated at the requested new Primary Delivery Point, Shipper may, within three (3) Business Days of receiving Transporter's notice, direct Transporter to place the unfulfilled portion of the request in the queue for capacity at the requested new Primary Delivery Point. Upon additional capacity becoming available at that Delivery Point, Transporter shall process new Primary Delivery Point designations from Shippers in the order that unfulfilled requests were placed in the queue, as follows. Shippers with the highest queue position will be notified via EDM that capacity is available and shall have three (3) Business Days to identify the Delivery Point from which capacity is to be transferred to the new Primary Delivery Point. Shippers not making such identification within three (3) Business Days of receiving such notice shall forfeit their position in the queue and Transporter shall offer the capacity to the next Shipper in the queue.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Shipper desires Transportation of Natural Gas on any Day under this Rate Schedule, Shipper must nominate and schedule service in accordance with Sections 11 and 12 of the GTC.

6. IMBALANCES

Imbalances associated with Transportation under this Rate Schedule and Firm Transportation Agreements under this Rate Schedule shall be governed by and resolved pursuant to Section 16 of the GTC.

7. RESERVATION CHARGE CREDITS

If, during any Month, Transporter fails to receive the quantity of Gas scheduled pursuant to Section 12 of the GTC and made available by a Shipper, or to deliver the number of Dths actually received from a Shipper, minus the Fuel Requirement as defined in Section 14 of the GTC, (such number of Dths to be determined on the basis of the average heat content of such Shipper's Gas), for any reason, including Force Majeure suffered by Transporter, related solely to the physical capability of Transporter's system to provide service, such

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Shipper shall remain obligated to pay the applicable Reservation Charge for that Month. Such Shipper's Monthly Bill for the subsequent Month, however, shall be reduced by a Reservation Charge Credit in an amount equal to the applicable Reservation Charge, divided by the number of Days in the Month, and multiplied by the difference between the volume scheduled pursuant to Section 12 of the GTC and made available by a Shipper, and the volume received by Transporter. Such Shipper shall be entitled to an additional Reservation Charge Credit in an amount equal to the applicable Reservation Charge, divided by the number of Days in the Month, and multiplied by the volume (based on the average heat content of such Shipper's Gas) difference between the Dths actually received from a Shipper, minus the Fuel Requirement, and the amount of Dths actually delivered to such Shipper. If, however, Transporter and Shipper mutually agree, Transporter may transport make-up Gas for Shipper within an agreed-upon period of time, in which event Transporter shall be relieved of its obligation to provide Reservation Charge Credits. Reservation Credits shall only be available with respect to quantities scheduled as part of the Shipper's Contracted Capacity for receipt from Shipper's Primary Receipt Point and delivery to Shipper's Primary Delivery Point(s). The tendering of make-up Gas will in no way impact the availability of service under any Firm Transportation Agreement.

8. RESERVATIONS

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's system, including maintenance of service to other Shippers under Rate Schedule FT-1.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and Firm Transportation Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the GTC of Transporter's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder, and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GTC and the provisions of this Rate Schedule or a Firm Transportation Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Firm Transportation Agreement under this Rate Schedule shall control. In the event of a conflict between the provisions of this Rate Schedule and a Firm Transportation Agreement, the specific

provisions of this Rate Schedule shall prevail.

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RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called "Shipper", which has requested Interruptible Transportation Service pursuant to Section 10 of the GTC of Transporter's Tariff and, after review and acceptance of such request by Transporter, has entered into an Interruptible Transportation Agreement with Transporter for Interruptible Transportation Service under this Rate Schedule, and which has satisfied the requirements of Section 22 of the GTC.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Year, and will be interruptible, as provided herein, and pursuant to Shipper's Interruptible Transportation Agreement and the GTC.

2.2 Transporter may refuse to render service hereunder if and for so long as Shipper is in default under any Firm or Interruptible Transportation Agreement with Transporter, or under the GTC.

2.3 Shipper hereunder shall be subject to curtailment or interruption at any time that deliveries hereunder would in any way interfere with or restrict Transporter's ability to make deliveries of Gas under Rate Schedule FT-1, including AOS.

2.4 Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Maximum Daily Transportation Quantity ("MDTQ"), as set forth in its Interruptible Transportation Agreement, plus an amount reflecting the Fuel Requirement as determined under Section 14 of the GTC, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's Interruptible Transportation Agreement and the GTC. Such MDTQ shall be specified in Shipper's Interruptible Transportation Agreement. Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Points listed on Sheet No. 279 to Transporter's Tariff, Dths equivalent to the amount of Dths received by Transporter, less the associated Fuel Requirement, at the Receipt Point(s). If Shipper so directs Transporter, Transporter will transport Shipper's gas to the designated Processing Delivery Point for processing and, after processing, transport, for the Shipper's account, to nominated downstream Delivery Point(s), Dths equivalent to the lesser

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of: (i) the amount of Dths received for Shipper's account at the Receipt Point, less associated Fuel Requirement or (ii) the amount of Dths received for Shipper's account at the outlet of the Processing Plant.

2.5 Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Transportation service to Shipper pursuant to this Rate Schedule. Transporter is free to contract at any time with other parties to provide new Transportation services (whether firm or interruptible) without liability to Shipper for any resulting interruption or reduction of Transportation service hereunder.

3. RATES

3.1 The applicable maximum and minimum unit rates for service hereunder are set forth in the currently effective Sheet No. 10 of this Tariff and are hereby incorporated herein.

3.2 Unless Transporter and Shipper agree in writing upon a discounted rate for service provided hereunder, the rate applicable to Shipper for service hereunder shall be the applicable maximum Rate Schedule IT-1 Recourse Rates Usage Charge as set forth on the effective Sheet No. 10.

3.3 Effective as of the date of commencement of service, as provided for in the Interruptible Transportation Agreement, Transporter shall charge and Shipper shall pay Transporter for Transportation service under this Rate Schedule each Month the applicable Rate Schedule IT-1 Recourse Rates Usage Charge, multiplied by the total volume of Gas received from Shipper (converted to Dth, utilizing the Thermal Conversion Factor), less the Fuel Requirement, during the Month, pursuant to Shipper's Interruptible Transportation Agreement.

3.4 Nothing in this Section 3 shall be construed as in any way relieving Shipper from its obligation to pay any adjustments or penalties under Section 7 of the GTC.

4. RECEIPT AND DELIVERY POINTS

4.1 The Receipt Point(s) at which Transporter may receive Gas for Transportation hereunder shall be those points listed on Sheet No. 278 of Transporter's Tariff.

4.2 The Delivery Point(s) at which Transporter may deliver Gas for Shipper's account under this Rate Schedule shall be those points listed on Sheet No. 279 of Transporter's Tariff.

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5. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Shipper desires Transportation of Natural Gas on any Day under this Rate Schedule, Shipper must nominate and schedule service in accordance with Sections 11 and 12 of the GTC.

If nominations exceed available Interruptible Transportation Service, the available service shall be apportioned pursuant to Section 12 of the GTC.

6. IMBALANCES

Imbalances associated with Transportation under this Rate Schedule and Interruptible Transportation Agreements under this Rate Schedule shall be governed by and resolved pursuant to Section 16 of the GTC.

7. RESERVATIONS

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's system, including maintenance of service to Shippers under Rate Schedule FT-1.

8. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and Interruptible Transportation Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

All of the GTC of Transporter's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder, and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GTC and the provisions of this Rate Schedule or an Interruptible Transportation Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or an Interruptible Transportation Agreement under this Rate Schedule shall control. In the event of a conflict between the provisions of this Rate Schedule and an Interruptible Transportation Agreement, the specific provisions of this Rate Schedule shall prevail.

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Sheet Nos. 59 - 199

Reserved for Future Use

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Original Sheet No.200 Original Sheet No.200 : Effective

1. DEFINITIONS

Except where the context expressly states another meaning, the following terms, when used

Schedule in this Tariff, and in any Firm or Interruptible Transportation Agreement or Rate incorporating this Tariff, shall have the meanings set forth below where appropriate.

Tariff, Capitalized terms not defined below or not defined in the specific Section of the shall have the meaning set forth in the governing GISB standards.

1.1 "Affiliate", when used to indicate a relationship with a specific Person, means another Person that directly, or indirectly through one or more intermediaries or otherwise, controls, is controlled by, or is under common control with, such specific Person. A corporation shall be deemed to be an Affiliate of another corporation if one of them is directly or indirectly controlled by the other or if each of them is directly or indirectly controlled by the same Person.

1.2 "Approved Bidders List" means the list of those parties eligible to bid for Released Capacity, as provided for at Section 22.2 of the GTC.

1.3 "Assignee" means a party that has entered into an Assignment and Novation Agreement with Transporter substantially in the form of the Form of Assignment and Novation Agreement set forth in Transporter's Tariff.

1.4 "Assignment and Novation Agreement" means an agreement, in the form provided in this Tariff, between Transporter, a Shipper, an Assignee, and the Bank of Nova Scotia Trust Company of New York, and U.S. Security Trustee, whereby Transporter and the Bank of Nova Scotia Trust Company of New York, as U.S. Security Trustee, consent to the assignment to the Assignee of Shipper's right, title, and interest under a Firm Transportation Agreement.

1.5 "Authorized Overrun Service" or "AOS" means the firm Shippers' right to a pro rata share of capacity on the pipeline, in addition to Contracted Capacity, that is not, from time to time, contracted for as Contracted Capacity under all Firm Transportation Agreements, with any allocation to those firm Shippers with Firm Transportation Agreements made pursuant to Section 12.3 of the GTC.

1.6 "Aux Sable" means Aux Sable Liquid Products L.P.

1.7 "Btu" means British thermal unit, and is defined as the amount of heat required to raise the temperature of one pound of water one degree (1°) Fahrenheit from 59° (F) to 60° (F), measured on a dry basis at a standard pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

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Superseding: Original Sheet No. 201

1.8 "Business Day" is defined as Monday through Friday, excluding Federal Banking Holidays.

1.9 "Capacity" shall have the meaning set forth at Section 23.1 of the GTC.

1.10 "Central Clock Time" or "CCT" means Central Daylight time when Daylight Savings time is in effect and Central Standard time when Daylight Savings time is not in effect.

1.11 "Commission" or "FERC" means the Federal Energy Regulatory Commission or any federal commission, agency, or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which, as of the date hereof, are exercisable by the Federal Energy Regulatory Commission.

1.12 "Contracted Capacity" means the daily volume of Natural Gas contracted for by a Shipper and for which the Shipper has agreed to pay a Reservation Charge in accordance with the terms and conditions of Shipper's Firm Transportation Agreement, as defined in the Firm Transportation Agreement.

1.13 "Cubic Foot" means that volume of Gas which occupies one (1) cubic foot when such gas is at a temperature of sixty degrees (60) Fahrenheit and at a pressure of 14.73 pounds per square inch absolute.

1.14 "Day" means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 am CCT or such other period of twenty-four (24) consecutive hours agreed to by Shipper and Transporter.

1.15 "Delivery Month" means any Month in which Shipper has requested and Transporter has provided Transportation service.

1.16 "Dekatherm" or "Dth" means the quantity of heat energy which is equivalent to one million (1,000,000) Btus.

1.17 "Delivery Point" means the points listed on Sheet No. 279 where Transporter delivers Gas to Shippers or for Shippers' accounts.

1.18 "Elapsed Prorata Capacity" means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

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1.19 "Electronic Delivery Mechanism" or "EDM" means the computer information publication system established by Transporter, as more fully described in Section 35 of the GTC.

1.20 "Extraction Agreement" means a contract executed between a Shipper and Aux Sable whereby Shipper grants to Aux Sable the sole and exclusive right to extract and take title to any non-methane hydrocarbon constituents contained in Shipper's Gas and which obligates Shipper to require any temporary or permanent assignment of capacity to be made expressly subject to such contract.

1.21 "Firm Transportation Agreement" means an agreement, in the form provided in this Tariff, pursuant to which Transporter is obligated to provide Firm Transportation Service to a Shipper.

1.22 "Firm Transportation Service" means Transportation service provided by Transporter pursuant to Transporter's Rate Schedule FT-1.

1.23 "Force Majeure" means any act of God, war, civil insurrection or disobedience, acts of public enemy, strikes, lockouts, or other industrial disturbances, accidents, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, explosions, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, breakage or accidents to machinery or lines of pipe, the necessity for making repairs to or alterations of machinery or lines of pipe, freezing of lines of pipe, inability to obtain materials, supplies, permits or labor, or other cause whether of the kind enumerated or otherwise which is beyond the control of any applicable Party and which by the exercise of due diligence such Party is unable to prevent or overcome. The settlement of strikes, lockouts or other labor disputes shall be entirely within the discretion of the Party having the difficulty. The following shall not be events of Force Majeure: (i) insufficiency of Shipper's Natural Gas supplies; (ii) inadequate or uneconomic markets for Shipper's Natural Gas; (iii) Shipper's lack of funds, (iv) curtailment or disruption of service, for any reason whatsoever, on facilities upstream of Receipt Points on Transporter, or downstream of Delivery Points on Transporter; (v) curtailment or disruption of service, for any reason whatsoever, on facilities which are not part of Transporter's jurisdictional Natural Gas transmission system; or (vi) when, at Shipper's instruction, Gas is not within Transporter's custody. As used in this Section 1.22, "upstream of Receipt Points" shall mean upstream of the inlet side of Transporter's point of interconnection with systems delivering Gas to Transporter, and "downstream of Delivery Points" shall mean downstream of the outlet side of Transporter's Delivery Point measuring stations.

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Superseding: Original Sheet No. 203

1.24 "Fuel" means Gas consumed in pipeline operations.

1.25 "Fuel Requirement" has the meaning ascribed to it in Section 14 hereof.

1.26 "Gas" or "Natural Gas" means methane, and such other hydrocarbon constituents, or a mixture of two or more of them which, in any case, meets the quality specifications of the Tariff.

1.27 "Gas Day" means the period from 9:00a.m. to 9:00a.m. (Central Clock Time).

1.28 "Gas Industry Standards Board" or "GISB." See "North American Energy Standards Board Wholesale Gas Quadrant."

1.29 "Gross Heating Value" means the quantity of heat in Btu's liberated by the complete combustion at constant pressure, of a Cubic Foot of Gas at a temperature of sixty degrees (60°) Fahrenheit on a water-free basis and at an absolute pressure of fourteen and seventy-three hundredth pounds per square inch absolute (14.73 Psia) with air at the same temperature and pressure as the Gas, when the products of the combustion are cooled to the initial temperature of the Gas and air when the water formed by combustion is condensed to the liquid state.

1.30 "GTC" means the General Terms and Conditions of Transporter's Tariff, as amended and approved by the Commission from time to time.

1.31 "Interruptible Transportation Agreement" means an agreement, in the form provided in this Tariff, pursuant to which Transporter is obligated to provide interruptible Transportation service to a Shipper.

1.32 "Interruptible Transportation Service" means Transportation service provided by Transporter pursuant to Transporter's Rate Schedule IT-1.

1.33 "Lenders" means any Person(s) with whom Transporter, from time to time, has entered into a debt financing agreement or other loan or credit facility with respect to the financing of Transporter's pipeline system.

1.34 "Lost or Unaccounted For Gas" means, the quantity of Gas reasonably determined by Transporter to be lost during Transportation, expressed on an energy basis, other than Gas consumed in pipeline operations and included in the Fuel Requirement pursuant to Section 14 of the GTC.

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1.35 "Marketing" means a sale of Gas to any Person or entity by a seller that is not an interstate pipeline, except when (i) the seller is selling Gas solely from its own production; (ii) the seller is selling Gas solely from its own gathering or processing facilities; or (iii) the seller is an intrastate natural gas pipeline or a local distribution company making an on-system sale.

1.36 "Master Capacity Release Agreement" means an agreement, in the form provided in this Tariff, setting forth the terms and conditions pursuant to which Transporter will provide Transportation service to a Replacement Shipper in the event such Replacement Shipper is awarded Released Capacity pursuant to Section 23 of the GTC.

1.37 "Mcf" means one thousand (1,000) Cubic Feet.

1.38 "MMBtu" means one million (1,000,000) Btus.

1.39 "MMcf" means one million (1,000,000) Cubic Feet.

1.40 "MMcf/d" means one million (1,000,000) Cubic Feet per Day.

1.41 "Mcf/d" means one thousand (1,000) Cubic Feet per Day.

1.42 "Month" means a period extending from 9:00 am CCT on the first Day in a calendar Month and ending at 9:00 am CCT on the first Day of the next succeeding calendar Month, or at such hour as Shipper and Transporter agree upon.

1.43 "Negotiated Rate" shall mean a rate (including a rate derived from a Negotiated Rate Formula) that Transporter and Shipper have agreed will be charged for service under Rate Schedule FT-1 where, for all or a portion of the contract term, one or more of the individual components of such rate may exceed the maximum rate for such component set forth in Transporter's Tariff or otherwise deviate from Transporter's Recourse Rates.

1.44 "Negotiated Rate Formula" shall mean a rate formula that Transporter and Shipper have agreed will apply to service under a specific contract under Rate Schedule FT-1 which results in a rate, for all or a portion of the contract term or for one or more of the individual components of such rate, which may exceed the maximum Recourse Rate for such component set forth in Transporter's Tariff or otherwise deviate from Transporter's Recourse Rate.

1.45 "Nomination" means the information provided by Shipper to Transporter in accordance with Section 11.1 of the GTC.

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Second Revised Sheet No. 205 Second Revised Sheet No. 205 : Effective
Superseding: First Revised Sheet No. 205

1.46 "North American Energy Standards Board Wholesale Gas Quadrant" or "NAESB WGQ" means the Wholesale Gas Quadrant of the North American Energy Standards Board, successor to the "Gas Industry Standards Board" or "GISB" as the accredited organization established to set standards for certain natural gas business practices and procedures. Any remaining references to "Gas Industry Standards Board" or "GISB" in the body of the Tariff should be read as "NAESB WGQ."

1.47 "Operator" means a Person retained by Transporter to operate its pipeline systems pursuant to Section 38 of the GTC.

1.48 "Person" means an individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

1.49 "Pre-Arranged Release" means a Capacity Release transaction pursuant to Section 23 of the GTC wherein the terms of the release are agreed to between the Releasing Shipper and the Replacement Shipper in advance of notifying Transporter or posting the Release on Transporter's EDM.

1.50 "Pre-Arranged Replacement Shipper" means a Person acquiring Capacity through a Pre-Arranged Release under Section 23 of the GTC.

1.51 "Primary Delivery Point" means those Delivery Points identified on Appendix A to Shippers' Firm Transportation Agreement where Transporter delivers Gas to Shipper or for Shipper's account, to the extent of the capacity entitlement identified on Appendix A to Shipper's Firm Transportation Agreement.

1.52 "Primary Delivery Point Capacity" means Shippers capacity entitlement at the Primary Delivery Point(s) identified on Appendix A to Shipper's Firm Transportation Agreement.

1.53 "Primary Path" means the portion of capacity physically located between a Shipper's designated Primary Receipt Point and Primary Delivery Point.

1.54 "Processing Delivery Point" means the Delivery Point identified on Sheet No. 279 where Transporter delivers gas for processing at the Aux Sable facilities for Shippers who have entered into an Extraction Agreement with Aux Sable.

1.55 "Processing Plant" means that natural gas processing plant located in Grundy County, Illinois owned by Aux Sable.

1.56 "Psia" or "psia" means pounds per square inch absolute.

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1.57 "Rate Schedule" means Transporter's Rate Schedule FT-1 or Rate Schedule IT-1.

1.58 "Receipt Point" means the point specified in a Firm Transportation Agreement or an Interruptible Transportation Agreement where Shipper delivers Gas to Transporter.

1.59 "Recourse Rate" shall mean the applicable maximum Tariff rate that would apply to a service but for the rate flexibility allowed under the Negotiated Rate provisions of this Tariff.

1.60 "Released Capacity" means Capacity released by a Releasing Shipper to a Replacement Shipper pursuant to Section 23 of the GTC.

1.61 "Releasing Shipper" means a Shipper under Rate Schedule FT-1 who releases Capacity pursuant to Section 23 of the GTC.

1.62 "Replacement Shipper" means a Person acquiring Released Capacity pursuant to Section 23 of the GTC.

1.63 "Reservation Charge" means the reservation charge component of the rate applicable to Firm Transportation Service as specified in Transporter's Tariff and the Firm Transportation Agreement between such Shipper and Transporter.

1.64 "Secondary Delivery Point" means those Delivery Points listed on Sheet No. 279 available to a Shipper, to the extent Shipper has not designated capacity at the individual point as Primary Delivery Point Capacity.

1.65 "Shipper" means an entity who enters into a Firm Transportation Agreement with Transporter, or who has executed an Assignment and Novation Agreement with Transporter, or who has acquired Firm Transportation Service rights pursuant to the provisions of Section 23 of the GTC hereof or, if the context so requires, a person who has executed an Interruptible Transportation Agreement.

1.66 "Tariff" means Transporter's FERC Gas Tariff, as amended and approved from time to time by the Commission.

1.67 "Thermal Conversion Factor" shall mean the Dekatherm factor, as determined by Transporter, which reflects a representative energy content of the system-wide composite gas stream delivered to Transporter at the receipt point. The Thermal Conversion Factor will be used solely to assign a energy value to volumetric quantities of Gas and Contracted Capacity for invoicing puposes. The Termal Conversion Factor will be expressed on Sheet No. 10 of Transporter's Tariff.

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1.68 "Title Transfers" has the meaning ascribed to it in Section 11 hereof.

1.69 "Transportation" of gas means the receipt of gas for Shipper's account at Receipt Points on Transporter's pipeline system that are available to Shipper pursuant to Rate Schedule FT-1 or Rate Schedule IT-1 and the delivery, for Shipper's account, of Gas to Transporter at the Delivery Point(s) on Transporter's system set forth on Sheet No. 279 of Transporter's Tariff.

1.70 "Transporter" means Alliance Pipeline L.P.

1.70 "U.S. Receipt Pool" is a notional location immediately downstream of the Receipt Point, maintained for each Shipper, forming itself a Receipt Point from which volumes may be scheduled for Transportation or nominated to or from for purposes of effecting Title Transfers, as defined in Section 11 of the GTC.

1.71 "U.S. Delivery Pool" is a notional location immediately upstream of the Delivery Point, maintained for each Shipper, forming itself a Delivery Point from which volumes may be scheduled for Transportation or nominated to or from for purposes of effecting Title Transfers, as defined in Section 11 of the GTC.

1.72 "Year" means a period of 365 consecutive days; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

2. QUALITY OF GAS

- 2.1 Unless otherwise agreed to by Transporter, Natural Gas delivered at Receipt Points shall conform to the specifications set forth in this Section 2. Specifically, Natural Gas:
- (a) shall have a heat content of no less than 962 Btus per Cubic Foot;
 - (b) shall be commercially free, at prevailing pressure and temperature in Transporter's pipeline, from sand, dust, and gums, impurities, other objectionable substances which may become separated from the Natural Gas, and other solids or liquids which will render it unmerchantable or cause injury to or interference with proper operation of the lines, regulators, meters or other facilities through which it flows; shall be commercially free from hydrocarbons liquefiable at temperature in excess of fourteen degrees Fahrenheit (14°F) at the prevailing operating pressure; and shall not contain any substance not normally contained in Natural Gas, other than traces of those materials and chemicals necessary for the Transportation and delivery of the Natural Gas and which do not cause it to fail to meet any of the quality specifications herein set forth;
 - (c) shall contain no more than one (1) grain of hydrogen sulphide per one hundred (100) Cubic Feet of Natural Gas and no more than five (5) grains of total sulphur per one hundred (100) Cubic Feet of Natural Gas, determined by standard methods and testing;
 - (d) shall contain no more than two percent (2.0%) by volume, of carbon dioxide;
 - (e) shall not contain water vapor in the gas stream in excess of four (4) pounds/MMcf;
 - (f) shall not exceed a temperature of one hundred twenty-two degrees Fahrenheit (122°F);
 - (g) shall be as free of oxygen as possible and shall not, in any event, contain more than four tenths of one percent (0.4%) by volume of oxygen; and
 - (h) shall, in no event, contain any mix of components that will cause the presence of any liquids in the pipeline under normal operating conditions.

2.2 Failure to Conform: In the event Natural Gas delivered by a Shipper fails to meet the specifications in Section 2.1, Transporter may refuse to receive the Natural Gas, in which case, Transporter will, as soon as possible, inform the Shipper to allow Shipper to promptly remedy any deficiency in quality.

2.3 Waivers:

(a) Transporter reserves the right to waive any or all such Gas quality provisions, in a not unduly discriminatory manner, if it is determined by Transporter that such waiver can be granted without, in any way, jeopardizing the integrity of its system or violating any requirements of downstream systems.

(b) Hydrocarbon dewpoint waivers

Transporter shall waive the hydrocarbon dewpoint specification of Section 2.1(b) on a nondiscriminatory, first come, first served basis. Nothing in this Section 2.3(b) affects Transporter's rights under Section 2.3(a) above or Section 15.1 of the GT&C of Transporter's FERC Tariff, to temporarily suspend or permanently reduce any waivers granted under this Section 2.3(b), in whole or in part, and Transporter may exercise such rights while this tariff sheet remains in effect. Waivers granted pursuant to this Section 2.3(b) shall be set forth below, in order of descending priority. No waiver having a higher priority shall be suspended, reduced, prorated or terminated to accommodate a waiver request which is later in time. If more than one waiver is granted pursuant to this Section 2.3(b), and if operating conditions require a suspension, reduction or termination (pursuant to the standards set forth in Section 2.3(a) or Section 15.1 of the GT&C) of the level of hydrocarbon dewpoint waivers granted under this Section 2.3(b), as measured by volumes or aggregate deviations from Section 2.1(b), Transporter shall suspend, reduce or terminate such waivers beginning with the last numbered waiver set for the below.

(1) Pecan North Dakota Receipt Point

Subject to the provisions of Section 2.3(a) and Section 15.1 of the GT&C, Transporter will accept 80 MMcf/day of Contracted Capacity, plus Authorized Overrun Service, at the Pecan North Dakota Receipt Point with a hydrocarbon dewpoint not to exceed 114 degrees Fahrenheit at prevailing operating pressure and a maximum energy content of 1.550 Dth/Mcf. C5+ at this Receipt Point shall be limited to no more than 0.6 mole % and less than 300bpd.

(2) ****

(3) ****

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FERC Docket: RP08-624-000

Original Sheet No. 209A Original Sheet No. 209A

3. MEASUREMENT

- 3.1 Unit of Volume: The unit of volume for the purpose of measurement shall be one Cubic Foot of Gas. The readings and registrations of the measuring equipment provided for herein and determinations of Gross Heating Value shall be computed in terms of such volumes.
- 3.2 Unit of Energy: The unit of energy for the purpose of measurement shall be one Btu.
- 3.3 Factors Considered in Computation: To determine the volume of Gas received, required factors such as pressure, temperature, specific gravity and deviations from Boyle's Law shall be reflected in accordance with the American Gas Association Bulletin Number 3 and any modifications and amendments thereof, and applied in a practical manner.
- 3.4 Assumed Atmospheric Pressure: The absolute atmospheric pressure used for volume calculations shall be assumed to be a specific pressure determined by calculations based on the actual elevation above sea level at the site of the meter rounded off to the nearest one hundredth of a pound, regardless of variations in actual barometric pressure.

4. MEASUREMENT EQUIPMENT

- 4.1 All meters and measuring equipment for the determination of volume, Gross Heating Value and/or relative density shall be approved pursuant to, and installed and maintained in accordance with, the currently published standards of the American Gas Association, or as mutually agreed upon by Transporter and Shipper. Notwithstanding the foregoing, all installation of equipment applying to or effecting deliveries of Gas shall be made in a manner permitting accurate determination of the quantity of Gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by Transporter and by Shipper in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume of Gas delivered under the Transportation Agreement.
- 4.2 Transporter shall verify the accuracy of its measuring equipment once each month or at such longer intervals as agreed to by the parties. Transporter will verify the accuracy of measuring equipment whenever requested by a Shipper, provided requests do not require verification more than once in any month. If, upon a requested verification, the measuring equipment is found to be registering correctly (which shall include any inaccuracy of two percent (2%) or less as mentioned below), the cost of such requested verification shall be charged to and borne by the requesting party; otherwise the cost of all requested verifications shall be borne by Transporter. If, upon any test, measuring equipment is found to be inaccurate but not by more than two percent (2%), previous readings of the equipment shall be considered correct in computing deliveries, but the equipment shall be adjusted properly at once to record accurately. If, upon any tests, any measuring equipment is found to be inaccurate to an amount exceeding two percent (2%) or if, for any reason, Transporter's measuring equipment is out of service, then the previous readings of the equipment shall be corrected to zero error for any such period which is known definitely or can be agreed upon, but if the period is not known definitely or cannot be agreed upon, such corrections shall be for a period covering the last half of the time elapsed since the date of the last test.
- 4.3 Each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring receipts and deliveries hereunder. The records from such measurement equipment shall remain the property of their owner, but, upon request, each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within thirty (30) days after receipt thereof. Each party shall preserve for a period of at least two (2) years all test data, charts, and other similar records or such longer period as may be required by the Commission.

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5. FORCE MAJEURE

5.1 If either Transporter or Shipper fails to perform any obligations under the Tariff and any Firm Transportation Agreement or Interruptible Transportation Agreement due to an event of Force Majeure or any other event beyond its reasonable control then, subject to the provisions of the Tariff and such Firm Transportation Agreement or Interruptible Transportation Agreement, such failure shall be deemed not to be a breach of such obligations. A Party that fails to perform any obligation under the Tariff, Firm Transportation Agreement or Interruptible Transportation Agreement where such failure is caused by such an event shall promptly remedy the cause thereof so far as it is reasonably able to do so, provided that the terms of the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of the Party claiming suspension of its obligations hereunder by reason thereof.

5.2 Notwithstanding the provisions of Section 5.1, no event referred to therein shall: (i) relieve any Party from any obligation or obligations pursuant to the Tariff, Firm Transportation Agreement or Interruptible Transportation Agreement unless such Party gives notice with reasonable promptness of such event to the other Party, (ii) relieve any Party from any obligation or obligations pursuant to the Tariff, Firm Transportation Agreement or Interruptible Transportation Agreement after the expiration of a reasonable period of time within which, by the use of due diligence, such Party could have remedied or overcome the consequences of such event; or (iii) relieve either party from its obligations to make payments of amounts as provided in the applicable Rate Schedule, except for the Reservation Charge Credit provided for in Section 7 of Rate Schedule FT-1.

5.3 Where the failure by either Party to perform any obligation under the Tariff, Firm Transportation Agreement or Interruptible Transportation Agreement is, by virtue of the provisions of Section 5.1, deemed not to be a breach of such obligation, then the time for the performance of such obligation shall be extended by a number of days equal to the number of days during which the relevant event existed.

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Original Sheet No.212 Original Sheet No.212 : Effective

6. DELIVERY PRESSURE

6.1 Deliveries by Shipper, or for Shipper's account, to Transporter shall be made at the Receipt Point(s) at the pressure agreed to by Transporter and the upstream transporter. Deliveries for Shipper's account shall be made by Transporter at the Delivery Point(s) at the prevailing pressure of the downstream transporter(s) or as agreed to by Transporter and the downstream transporter.

7. BILLING AND PAYMENT

7.1 On or before the 9th Day of each Month, Transporter shall render (for purposes of this Section 7.1, "render" or "rendered" shall mean either (a) postmarked or (b) time stamped and electronically transmitted via EDM to the designated site, whichever is applicable) to Shipper a invoice for the amount payable by Shipper to Transporter for the preceding Delivery Month under the applicable Rate Schedule(s) and a statement of any charges, penalties, or credits calculated in accordance with the GTC or the applicable Rate Schedule. If actual quantities are unavailable in time to prepare the invoice, such charges shall be based on estimated quantities and Transporter shall provide, in the succeeding Month's invoice, an adjustment based on any difference between actual quantities and estimated quantities.

7.2 When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Transporter on or before the 3rd Day of the Month. At the reasonable request of Transporter, Shipper shall provide to Transporter, in a timely manner, any additional information or data required by Transporter to calculate and verify the volume and quality, and calculate the heat content of Shipper's actual deliveries.

7.3 Payment: All payments under a Firm Transportation Agreement, Interruptible Transportation Agreement, or a Rate Schedule shall be made by electronic funds transfer, on or before the later of the twenty fifth (25th) Day of the Month and the fifth Business Day following receipt by Shipper of the monthly invoice, to a depository designated by Transporter, in United States funds immediately payable to Transporter. If the payment due date falls on a Day that the designated depository is not open in the normal course of business to receive Shipper's payment, then Shipper's payment shall be made on the first Day after the payment due date that such depository is open in the normal course of business.

7.4 Failure to Pay: If Shipper fails to pay all or part of a monthly statement in accordance with this Section 7, Shipper shall pay a charge for late payment which shall be included by Transporter on the next regular monthly invoice rendered to Shipper under this Section 7. Such charge for late payment shall be determined by multiplying (a) the unpaid portion of the invoice by (b) the ratio of the number of Days from the due date to the date of actual payment to 365 by (c) the annual interest rate as determined in accordance with 18 C.F.R. Section 154.501(d)(1) or any successor provision of the FERC's regulations. If the failure to pay continues for ten (10) Days, after payment is due, Transporter, in addition to any other remedy it may have, including its rights under Section 8 hereof, may suspend further delivery of Gas without further notice; provided that Transporter shall report such suspension of service to the Commission. Such suspension of service shall not give rise to any Reservation Charge Credit, pursuant to Section 7 of Rate Schedule FT-1.

7.5 Correction of Invoicing Errors: In the event an error is discovered in the amount invoiced in any invoice rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof; provided that claim therefor shall event, have been made within sixty (60) Days of discovery of such error and, in any provided, within six (6) Months from the date of the invoice claimed to be in error, Months however, that the party harmed by such adjustment shall have up to three (3) referenced to dispute such adjustment. The timing of invoice claims and adjustments misrepresentation in this Section shall not apply in the case of deliberate omission or be or mutual mistake of fact. Parties' other statutory or contractual rights shall not diminished by this standard. Invoicing errors shall be corrected as follows:

(a) Where Shipper has been overcharged and has paid the invoice, the amount of the overpayment will be refunded to Shipper with interest at the interest rate determined in accordance with 18 C.F.R. §154.501(d)(1) or any successor provision of the FERC's regulations from the date of the overpayment to the date of the refund. Where the refund is provided to Shipper by way of credit on another Transporter invoice, the overpayment will be deemed to have been refunded on the date the credited invoice was received by the Shipper.

(b) Where Shipper has been undercharged by Transporter, Shipper will pay the amount of the undercharge without interest provided the undercharge is paid within thirty (30) Days. Undercharge amounts not paid within thirty (30) Days will be subject

C.F.R. to interest charges at the interest rate determined in accordance with 18
\$154.501(d)(1) or any successor provision of the FERC's regulations from the
date of the invoice.

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Original Sheet No.214 Original Sheet No.214 : Effective

hours, (c) Shippers shall have the right, at all reasonable times, during normal business
upon written request and at their own expense, to review or cause to be
reviewed all books, records, documents and other data of Transporter pertaining to its
performance under Shipper's Firm Transportation Agreement, Interruptible Transportation
Agreement or Master Capacity Release Agreement, solely as necessary to verify the
amount payable by a Shipper to Transporter under those agreements, in any Month, so long as
such review shall be completed within two Years following the end of the calendar
year in which such amount is payable.

7.6 Good Faith Disputes: Transporter shall not be entitled to suspend further
service pursuant to Section 7.4 if Shipper, in good faith (a) disputes the amount of any
such invoice or part thereof; (b) provides Transporter with a written notice including
a full description of the reasons for the dispute, together with copies of supporting
documents; and (c) pays to Transporter such amounts as it concedes to be
correct. Shipper shall not offset any disputed amounts against the Reservation Charge
portion of its bill.

Shipper, In the event of a good faith invoicing dispute, Transporter may demand and
bond, within ten (10) Days of such demand, shall furnish good and sufficient surety
that guaranteeing payment to Transporter of all disputed amounts for any invoices
are or will be affected by such dispute. If Shipper fails to provide a bond to
such Transporter guaranteeing payment, or if Shipper defaults in the conditions of
terminate bond, then Transporter shall have the right to suspend service under or
Agreement Shipper's Firm Transportation Agreement or Interruptible Transportation
or Master Capacity Release Agreement.

Section Any good faith invoicing dispute shall be submitted to arbitration pursuant to
notice. 25 hereof within thirty (30) Days of Transporter's receipt of Shipper's written

7.7 Right to Set Off Unpaid Amounts: In the event that Shipper does not pay the
full amount due Transporter in accordance with this Section 7, Transporter, without
prejudice to any other rights or remedies it may have, shall have the right to withhold and set off
payment of any amounts or monies due or owing by Transporter to Shipper, whether in
connection with Shipper's Firm Transportation Agreement, Interruptible Transportation
Agreement, Master Capacity Release Agreement, or otherwise, against any and all amounts
or monies

due or owing by Shipper to Transporter.

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8. DEFAULT AND TERMINATION

8.1 Except for events described by Section 5 of the GTC, if a Shipper fails to perform any of the covenants or obligations imposed upon it under any Rate Schedule, Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement as defined in Section 23 of the GTC, into which the GTC are incorporated, the Transporter may, at its option, terminate the Firm Transportation Interruptible Transportation Agreement, or Master Capacity Release Agreement as defined in Section 23, as follows: (i) the Transporter shall serve a written notice on the Shipper in default stating specifically the default under the Firm Transportation Interruptible Transportation Agreement, or Master Capacity Release Agreement and declaring it to be the intention of the Transporter to suspend service under or terminate the Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement; and (ii) the Shipper in default shall have ten (10) Days after receipt of the written notice in which to remedy the default set out in the written notice.

8.2 If, within the ten (10) Day period, the Shipper in default remedies the default and fully indemnifies the Transporter for any and all consequences of such default, then the written notice shall be withdrawn and the Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement shall continue in full force and effect.

8.3 In the event that the Shipper in default does not remedy the default within ten (10) Days of service of the written notice, and if Transporter, at its sole option, provides written notice to the Shipper within such ten (10) Days that it elects to terminate the Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement, the Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement shall terminate at the end of the ten (10) Day period.

8.4 Any termination of a Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement pursuant to the provisions of this Section 8 shall be without prejudice to the right of Transporter to collect any amounts then due to it for Gas delivered or service provided prior to the date of the termination, and shall be without prejudice to the right of Shipper to receive any Gas which it has not received

but the Transportation of which has been paid for prior to the date of termination, and
without waiver of any other remedy to which the Transporter may be entitled for
breaches of the Firm Transportation Agreement, Interruptible Transportation Agreement, or
Master Capacity Release Agreement.

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9. NON-WAIVER AND FUTURE DEFAULT

9.1 No waiver by Transporter of any one or more defaults by the Shipper in the performance of any provisions of a Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement, nor any election not to terminate a Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement, made pursuant to Section 8.3 of the GTC, shall operate or be construed as a waiver of any continuing or future default or defaults, whether of a like or different character.

10. REQUESTS FOR TRANSPORTATION SERVICE

10.1 Valid requests for transportation service under Rate Schedules FT-1 and IT-1 shall be made by providing the following information in writing to Transporter's Transportation Services Department at the following address:

Alliance Pipeline L.P.
6385 Old Shady Oak Road
Eden Prairie, MN 55344
Attention: Manager, Tariff Administration

(a) Identification of Shipper:

(i) Shipper's legal name and principal place of business.

(ii) Shipper's business address for notice and billing.

(b) Character of service requested (firm or interruptible).

(c) Requested Contracted Capacity for Firm Transportation Service or Maximum Daily Transportation Quantity for Interruptible Transportation Service, stated in Mcfs per Day.

(d) Requested date of commencement of service.

(e) Requested term of service.

(f) Requested Primary Receipt Point(s) from the Receipt Points listed on Sheet No. 278 of Transporter's Tariff and requested capacities at each Receipt Point, if requesting service under Rate Schedule FT-1.

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- (g) Requested Primary Delivery Point(s) from the Delivery Points listed on Sheet No. 279 of Tariff and requested Primary Delivery Point Capacities at each Delivery Point, if requesting service under Rate Schedule FT-1.

- (h) Whether any party to the transaction is a Marketing Affiliate of Transporter, either as shipper, supplier, or as the Person for whom service is provided and, if so, the extent of that affiliation.

- (i) If Shipper requests service on behalf of a third party, Shipper shall submit a copy of an executed agreement between Shipper and the third party which authorized Shipper to act on behalf of the third party to secure the Transportation service requested. Shipper shall provide the name, address, telephone number and status (e.g. local distribution company, producer, etc.) of the third party.

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11. NOMINATIONS

- 11.1 For service under each Firm Transportation Agreement, Interruptible
Transportation Agreement, or Master Capacity Release Agreement, Shipper shall provide
Transporter with a nomination ("Nomination") reflecting Shipper's contract numbers, the
applicable Rate Schedule, and the quantities of Gas that Shipper desires to be
delivered from specified Receipt Point(s) to specified Delivery Point(s) on
Transporter's pipeline system. A shipper desiring to have its Gas transported
first to the Processing Delivery Point shall so indicate in its Nomination or in
information some other fashion. Nominations shall also specify such additional
as Transporter reasonably determines to be necessary.
- 11.2 Transporter shall support a seven-days-a-week, twenty-four-hours-a-day
Nomination process.
- 11.3 Whenever Shipper desires service, Shipper shall furnish to Transporter a
separate Nomination for each nominated Receipt and Delivery Point with a beginning
and end date, or beginning hour if applicable, for flow which can be for any duration
such within the term of the applicable service agreement; provided, however, any
Nomination(s). Nomination shall not be binding to the extent Shipper submits subsequent
replaced in All Nominations should be considered original Nominations and must be
each Day order to be deemed changed. When a Nomination for a date range is received,
Nomination within that range is considered an original Nomination. When a subsequent
specified. is received for one or more days within that range, the previous Nomination is
Nomination superseded by the subsequent Nomination only to the extent of the days
The days of the previous Nomination outside the range of the subsequent
are unaffected. Nominations have prospective effect only.
- 11.4 Nominations are to be provided to Transporter under the timeline set forth in
purposes Section 11.7 via Transporter's EDM. All such postings for Nomination
Transporter. shall comply with all format and protocol requirements specified by
- 11.5 In addition to the Delivery Points listed on Sheet No. 279, Shippers may, as
Receipt part of a Nomination, request transfers to and from the U.S. Delivery Pools
of other parties. Shippers may also nominate for transfer from Shipper's U.S.
Receipt Pool to the U.S. Receipt Pool of other parties. Transfers to and from
the U.S. Delivery Pools of other parties and transfers to and from the U.S.
Pools of other parties are collectively referred to as "Title Transfers."

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11.6 If such Title Transfers are confirmed through matching and equal nominations by both Shippers, all remaining nominations, scheduling, and curtailment procedures will be implemented based on the parties' aggregate nominations, net of such Title Transfers.

11.7 Transporter supports the following standard Nomination cycles:

(a) The Timely Nomination Cycle: 11:30 a.m. for Nominations leaving control of the nominating party; 11:45 a.m. for receipt of Nominations by Transporter; noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator (Central Clock Time on the Day prior to flow).

(b) The Evening Nomination Cycle: 6:00 p.m. for Nominations leaving control of the nominating party; 6:15 p.m. for receipt of Nominations by Transporter; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Shipper on Transporter to receive notice that it is being bumped should be effective at 9:00 a.m. Central Clock Time on the gas day; and when an Evening Nomination causes another Shipper on Transporter to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. Central Clock Time on the Gas Day.

(c) The Intraday 1 Nomination Cycle: 10:00 a.m. for Nominations leaving control of the nominating party; 10:15 a.m. for receipt of Nominations by Transporter; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. Central Clock Time on the Gas Day.

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control of
5:30
confirmations
for
resulting
Time
Cycle.

(d) The Intraday 2 Nomination Cycle: 5:00 p.m. for Nominations leaving the nominating party; 5:15 p.m. for receipt of Nominations by Transporter; p.m. to send Quick Response; 8:00 p.m. for receipt of completed by Transporter from upstream and downstream connected parties; 9:00 p.m. Transporter to provide scheduled quantities to affected Shippers and point operators (Central Clock Time on the Gas Day). Scheduled quantities from Intraday 2 Nominations should be effective at 9:00 p.m. Central Clock on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

(e) For purposes of the Evening, Intraday 1 and Intraday 2 Nomination Cycles, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(f) With the exception of otherwise stated GISB Nomination deadlines, when Transporter receives a Nomination from a Shipper by the conclusion of a given quarter hour period, Transporter will send to the Shipper's designated site a corresponding Quick Response document by the conclusion of the subsequent quarter hour period.

and
whose

(g) The quarter hour periods will be defined to begin on the hour and at 15, 30, 45 minutes past the hour. A given quarter hour will contain all transactions receipt time is less than the beginning of the subsequent quarter hour.

of
Nominations/Quick
minimum.
later
week.

(h) Transporter's nightly processing and routine maintenance occurring outside normal business hours are apt to interrupt the normal schedule for Response turnaround stated above. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week.

pertain

(i) The Timely and Evening Nomination Cycles pertain to transportation for the upcoming Gas Day. The Intraday 1 and Intraday 2 Nomination Cycles to the current Gas Day. Transporter will process Nominations in addition to the four supported Nomination cycles subject to the additional Intraday Nomination subSections herein, and accordingly Transporter is not required to hold capacity for Nominations until a standard Nomination cycle.

11.8 (a) Intraday Nominations. An intraday Nomination is a Nomination
submitted after the Nomination deadline for the Timely Nomination Cycle, as defined in
Section 11.7, whose effective time is no earlier than the beginning of the Gas Day
and runs through the end of that Gas Day. The Evening, Intraday 1 and Intraday
2 Nomination Cycles constitute Transporter's standard intraday Nomination
opportunities. Intraday Nominations may be used to nominate new supply
or market. Intraday Nominations can be used to request increases or decreases
in total flow, changes to Receipt Points, or changes to Delivery Points of
scheduled Gas. All Nominations, including intraday Nominations, should be
based on a daily quantity; thus, an intraday nominator need not submit an
hourly Nomination. Intraday Nominations must include an effective date
and time. The interconnected parties should agree on the hourly flows of the
intraday Nomination, if not otherwise addressed in Transporter's agreement
or Tariff. Intraday Nominations do not rollover (i.e. intraday Nominations
span one day only). Intraday Nominations do not replace the remainder of a
standing Nomination. There is no need to re-nominate if intraday
Nomination modifies existing Nomination.

(b) There is no limitation as to the number of intraday Nominations which a
Shipper may submit at any one standard Nomination cycle or in total across
all standard Nomination cycles.

(c) Firm intraday Nominations are entitled to bump scheduled interruptible
service only during the Evening and Intraday 1 Nomination Cycles.
Transporter will provide notice of the applicability and types of penalties to be effective
the following gas day for any bumped volumes on its EDM by 3:00 p.m.
prior to the Gas Day. During most periods, daily penalties will be waived for
bumped volumes on the date of the bump. Penalties related to the bumped volume
will be waived if notice has not been provided.

(d) Other Nominations. At its option, Transporter may accept Nominations
which are submitted and received outside the timelines applicable to Timely or
standard intraday Nominations, but Transporter shall not be required to comply with
the GISB Nominations Related Standards with respect to such Nominations.
11.7 Nominations received after the Nomination deadlines specified in Section
deadlines. will be scheduled after the Nominations received before the Nomination

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11.9 Bumping. Any Shipper who is bumped pursuant to Section 11.7 shall be directly notified by Transporter at their primary telephone or facsimile number, as designated by Shipper, as well as through Internet e-mail. Upon request of Shipper, Transporter shall endeavor, but shall not be obligated, to notify Shipper at alternate numbers.

11.10 (a) Shippers shall cause the operator of each Delivery Point designated in any Nomination to confirm all such Nominations prior to implementation by Transporter.

The receiver of the Nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.

The operator(s) of the Receipt and Delivery Points shall confirm the quantities of Gas being nominated by Shipper under the timelines set forth in Section 11.7. At the end of each gas day, Transporter should provide the final scheduled quantities for the just completed Gas Day.

- (b) (i) With respect to the timely Nomination/confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.
- (ii) With respect to the processing of requests for increases during the intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.
- (iii) With respect to the processing of requests for decreases during the intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the greater of the confirmation quantity or

the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

- (iv) With respect to Section 11.10(b) (i), (ii), and (iii), if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the Transporter shall provide the Shipper with the following information to explain why the Nomination failed, as applicable:

- (1) the Transporter did not conduct the confirmation;
- (2) the Shipper is told by Transporter that the upstream confirming party did not conduct the confirmation;
- (3) the Shipper is told by Transporter that the upstream service requester did not have the Gas or submit the Nomination;
- (4) the Shipper is told by Transporter that the downstream confirming party did not conduct the confirmation;
- (5) the Shipper is told by Transporter that the downstream service requester did not have the market or submit the Nomination.

This information should be imparted to the Shipper on the scheduled quantity document.

- (c) The Explicit Confirmation process requires that the confirming party respond to a request for confirmation or initiate an unsolicited confirmation response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology.

11.11 A Shipper may delegate to a third party responsibility for submitting and receiving Nominations under any service agreement, subject to the following conditions:

- designation,
- (a) Any designation of such a Nominating Party, and any change in such must be in writing and must be submitted at least two (2) Business Days prior to the requested effective date.
- Nominating
- (b) The written designation shall specify any limits on the authority of the Party, including any time limit on the designation; provided, however, that Transporter may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

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Original Sheet No.224 Original Sheet No.224 : Effective

Party for all (c) Transporter may rely on communications from the designated Nominating
in purposes except to the extent the designation is explicitly limited as specified
Nominating the preceding Section. Communications by Transporter to such designated
Party's Party shall be deemed notice to Shipper except to the extent the Nominating
authority is explicitly limited with respect to the receipt of notice under the
procedure set forth in Section 11.11(b).

designated (d) Any third party may nominate under multiple service agreements as the
Nominating Party for one or more Shippers.

11.12 All Nominations are subject to adjustment by Transporter in accordance with
Section 16 of the GTC.

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12. SCHEDULING OF DELIVERIES

- 12.1
scheduling
- Transporter shall schedule all firm Transportation quantities prior to the
of any interruptible quantities. Transportation quantities shall be scheduled in
accordance with the following order of declining priority:
- under
- (a) Firm Transportation quantities within Shippers' Contracted Capacities
Rate Schedule FT-1, pro rata based on each Shipper's Contracted Capacity.
- allocated
- (b) Authorized Overrun Service quantities under Rate Schedule FT-1,
pursuant to Section 12.3.
- Recourse
- (c) Interruptible Transportation quantities under Rate Schedule IT-1, allocated
on the basis of rate paid, from highest to lowest, with pro rata allocation
when the rate paid is equal, including the maximum Rate Schedule IT-1
Rates Usage Charge as set forth on Sheet No. 10.
- 12.2
following
- (a) Scheduling at specific Delivery Points shall be in accordance with the
order of declining priority:
- quantities
- (i) All Firm Transportation Service (including AOS quantities) under Rate
Schedule FT-1 provided at Primary Delivery Points, to the extent of
Shipper's Primary Delivery Point Capacity for such Delivery Point,
prorated on the basis Shipper's Primary Delivery Point Capacity at
the Delivery Point, subject to Shipper's nominated volume.
- (ii) All Firm Transportation Service (including AOS quantities) under Rate
Schedule FT-1 at Delivery Points for Shippers for which the Delivery
point is not a Primary Delivery Point and Shippers nominating
greater than Shipper's Primary Delivery Point Capacity at the Delivery
Point, prorated on the basis of each Shipper's share of the total of such
nominations.
- IT-1,
- (iii) All Interruptible Transportation Service under Rate Schedule IT-1, on
the basis of rate paid, from highest to lowest, with pro rata allocation
when the rate paid is equal, including the maximum Rate Schedule
Recourse Rates Usage Charge as set forth on Sheet No. 10.

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Original Sheet No.226 Original Sheet No.226 : Effective

monthly,
scheduled.

(b) Until Transporter has informed Shipper that its Nomination, whether daily or intraday, is confirmed, such volumes will not be deemed

12.3
allocated

Available AOS, as posted on Transporter's EDM from time to time, will be as follows:

the lesser

(a) Each Shipper under Rate Schedule FT-1 will be allocated AOS, equal to of:

Shipper's
Transportation

(i) a pro rata portion of available AOS according to the ratio of the Contracted Capacity and total Contracted Capacity under all Firm Agreements; and

(ii) the Shipper's Nomination in excess of its Contracted Capacity.

sufficient AOS
will be
the

(b) Each Shipper under Rate Schedule FT-1 not already being allocated to satisfy such Shipper's Nomination in excess of its Contracted Capacity additionally allocated a portion of any available unallocated AOS equal to lesser of:

the
of

(i) a pro rata share of available unallocated AOS according to the ratio of Shipper's total Contracted Capacity and the total Contracted Capacities all Shippers not already being allocated sufficient AOS to satisfy such Shippers' Nominations in excess of Contracted Capacity; and

Contracted
Section

(ii) the deficiency between the Shipper's Nomination in excess of Capacity and the AOS previously allocated to the Shipper under 12.3(a) above.

procedure
allocated
Shippers'
replication
Nominations in
process,
IT-1.

(c) In the event additional unallocated AOS remains following the allocation described in Section 12.3(b), the remaining unallocated AOS will be among Shippers not already being allocated sufficient AOS to satisfy such Nominations in excess of their Contracted Capacities (if any), through a of the allocation procedure described in Section 12.3(b). If all excess of Contracted Capacity have been satisfied through the allocation remaining unallocated AOS would be made available under Rate Schedule

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12.4 Any allocation of capacity on the basis of the rate paid shall be subject to the limitations of Section 39.7 of the GTC.

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Original Sheet No.228 Original Sheet No.228 : Effective

13. PRIORITY OF RECEIPTS

13.1 Gas shall be deemed received from Shipper in the following order:

Transportation (a) Quantities within a Shipper's Contracted Capacity under a Firm Agreement, and pursuant to Rate Schedule FT-1;

Rate Schedule (b) AOS quantities under a Firm Transportation Agreement and pursuant to FT-1;

(c) Interruptible quantities under Rate Schedule IT-1.

13.2 The receipt priority for the Fuel Requirement (as defined in Section 14.1) shall be the same as the priority of the transaction to which it applies, and the Fuel Requirement will be deemed to be the first gas received under each transaction.

14. FUEL

14.1 Transporter shall post on its EDM, no later than the twenty-fifth (25th) day of the month, the "Fuel Requirement", which shall include Fuel, the Lost and Unaccounted For Gas, and the required operational variance in linepack. This Fuel Requirement is applicable for the following month. Each Shipper shall nominate and tender to Transporter a volume of Gas determined on the basis of the applicable monthly Fuel Requirement established by Transporter. In the absence of a timely posted Fuel Requirement, Shippers shall use the last monthly Fuel Requirement established and posted by Transporter.

14.2 The Fuel Requirement will be calculated on an energy basis and expressed in Btus per Cubic Foot of Gas delivered.

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FERC Docket: RP08-624-000

First Revised Sheet No. 229 First Revised Sheet No. 229

Superseding: Original Sheet No. 229

15. PRIORITY OF SERVICE AND CURTAILMENT

- 15.1 Transporter shall have the right to curtail or discontinue Transportation services, in whole or in part, on all or a portion of its system at any time for reasons of Force Majeure or when, in Transporter's sole judgment, capacity or operating conditions so require, or it is desirable or necessary to make modifications, repairs or operating changes to its system. Transporter shall provide Shipper such notice of the curtailment as is reasonable under the circumstances.
- 15.2 Transporter shall have the unqualified right to interrupt Transportation services at any time under Transporter's Rate Schedule IT-1 to provide service under Transporter's Rate Schedule FT-1, including AOS.
- 15.3 In the event of curtailment pursuant to Section 15.1 above, Transportation service shall be curtailed in the following order:
 - (a) Interruptible Service will be curtailed first, pro rata based on rate paid, except that curtailment will be on a pro rata basis when the price paid by Shippers is equal, including the maximum Rate Schedule IT-1, Recourse Rates Usage Charge as set forth on Sheet No. 10;
 - (b) Authorized Overrun Service will be curtailed next, pro rata among all Shippers receiving this service, based on such Shippers' relative rights to AOS determined under Section 12 of the GTC.
 - (c) Firm Transportation Service within Contracted Capacity will be curtailed next, pro rata based on Contracted Capacity, among all Shippers receiving this service; provided a Shipper's entitlement to service shall not exceed its Nomination.
- 15.4 If the need for curtailment is caused by an event affecting only a specific Receipt Point or Delivery Point, curtailment will be in the following order of ascending priorities:
 - (a) Interruptible Transportation Service shall be curtailed first, based on rate paid, from lowest to highest, except that curtailment will be pro rata when the price paid by Shippers is equal, including the maximum Rate Schedule FT-1, Recourse Rates Usage Charge as set forth on Sheet No. 10.

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Second Revised Sheet No. 230 Second Revised Sheet No. 230

Superseding: First Revised Sheet No. 230

- (b) Firm Transportation Service (including AOS quantities) for Shippers for whom the Receipt Point or Delivery Point is not a Primary Receipt Point or Primary Delivery Point and is outside of the Shipper's Primary Path, will be curtailed next, and such Firm Transportation Service that is available at such Receipt Point or Delivery Point shall be allocated among such Shippers, pro rata, based on and up to the Firm Transportation Service that is Scheduled for each such Shipper in accordance with Section 12.
 - (c) Firm Transportation Service (including AOS quantities) for Shippers for whom the Receipt Point or Delivery Point is not a Primary Receipt Point or Primary Delivery Point but is within the Shipper's Primary Path, and Shippers nominating quantities greater than Shipper's Primary Delivery Point Capacity at that Delivery Point will be curtailed next, and such Firm Transportation Service that is available at such Receipt Point or Delivery Point shall be allocated among such Shippers, pro rata, based on and up to the Firm Transportation Service that is Scheduled for each such Shipper at the Receipt Point or Delivery Point in accordance with Section 12;
 - (d) Firm Transportation Service (including AOS quantities) for Shippers for whom the Receipt Point or Delivery Point is a Primary Receipt Point or Primary Delivery Point, to the extent of Shipper's Primary Receipt Point or Primary Delivery Point Capacity for such Receipt Point or Delivery Point, will be curtailed next and such Firm Transportation Service that is available at such Receipt Point or Delivery Point shall be allocated among such Shippers, pro rata, based on and up to the Firm Transportation Service that is Scheduled for each such Shipper at the Receipt Point or Delivery Point in accordance with Section 12.
- 15.5 Any curtailment on the basis of the rate being paid shall be subject to the limitations of Section 39.7 of the GTC.

16. UNAUTHORIZED VOLUMES AND IMBALANCES

16.1 Shipper shall use reasonable efforts to minimize variances from scheduled quantities under each of Rate Schedule FT-1 and Rate Schedule IT-1. Notwithstanding such efforts, it is acknowledged that such variances are likely to occur. However, under certain circumstances, pursuant to the provisions of this Section 16, Shipper may be subject to penalties for failure to operate reasonably in this regard. Transporter shall, in good faith, assist Shipper in avoiding such penalties. Under no circumstances shall the payment of such penalties relieve Shipper from the obligation to take all required actions to resolve outstanding imbalances.

16.2 Transporter shall use all reasonable efforts to tolerate Shipper variances due to temporary limitations of the physical capability of the Transporter's system, giving due consideration to flexibility available to Transporter by fluctuating line pack levels and the exploitation of any operational balancing agreements with interconnecting facilities. Under no circumstances shall Transporter tolerate Shipper imbalances which have a deleterious and discriminatory effect upon the capacity available to Shippers under Firm Transportation Agreements and pursuant to Rate Schedule FT-1.

16.3 (a) Shipper shall use all reasonable effort at all times to maintain balance, based on the best available information, between:

Receipt (i) volume of gas scheduled for receipt to Shipper's account from each Receipt Point and actual volume received to Shipper's account from each ("Volume Receipt Variance");

Receipt Point (ii) total energy scheduled for receipt to Shipper's account from each and actual energy received to Shipper's account from each Receipt Point ("Energy Receipt Variance"); and

delivered (iii) aggregate energy received to Shipper's account and aggregate energy by Transporter from Shipper's account at the Delivery Points ("Energy Imbalance").

(b) All imbalances or variances defined in this Section 16.3 ("Imbalances") shall be held in the Shipper's account in the Shipper's Receipt Pool. Transporter shall make available in advance of the time for timely nominations each Day the best available estimate of the various Imbalances to Shipper's account.

16.4 Shipper shall not be subject to any penalty for prevailing Imbalances, provided at all times:

Transporter (a) Shipper's account is within acceptable tolerance levels, as specified by from time-to-time, based on the best available information; and

required by the (b) Shipper takes all reasonable actions to eliminate any Imbalances, as provisions of this Section 16, including complying with all reasonable directions of Transporter to address prevailing Imbalances, with Transporter giving due consideration to avoiding potential impacts on other Shippers in identifying reasonable courses of action in specific circumstances.

16.5 Transporter shall communicate to all Shippers, as part of the nomination procedures, the current acceptable level of tolerance for Imbalances. Transporter shall use all reasonable efforts to operate its system so as to permit tolerance of periodic Imbalances by each Shipper, subject to compliance with the requirements of Section 16.4, up to 4% of the quantity scheduled by Transporter. However, Transporter reserves the right to impose more stringent Imbalance tolerance levels, based on the need to maximize throughput or to protect the integrity of Transporter's facilities.

16.6 If Shipper fails to take immediate action to reduce any identified Imbalances to within tolerance levels specified by Transporter, Transporter may adjust new or standing Nominations so as to bring Shipper's account within the specified tolerance levels.

16.7 Any cumulative Imbalance shall be eliminated by Shipper by immediately implementing one of the following courses of action:

for (a) Affecting Title Transfer(s) to or from Shipper's Receipt Pool sufficient to eliminate any such Imbalance (provided this does not create an Imbalance the account of another Shipper); or

(25) (b) Adjusting Shipper's nomination over a period no greater than twenty-five Days, as agreed to by Transporter (accomplished by reductions of no less than one-twenty fifth of the original cumulative Imbalance on a Day), to eliminate any such Imbalance.

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Original Sheet No.233 Original Sheet No.233 : Effective

16.8 In the event Shipper does not take either of the actions in Section 16.7(a) and
(b) in sufficient quantity, Transporter may decrease Shipper's receipt or delivery
nomination to eliminate the outstanding Imbalance in a timely and orderly fashion.

16.9 If the Energy Imbalance exceeds the Imbalance tolerance level specified by
Transporter on any Day, Shipper shall be subject to a charge ("Energy Imbalance Penalty"). The
Energy Imbalance Penalty shall be the product obtained by multiplying the absolute amount of
the Imbalances in excess of the stated tolerance level on each Day by ten times the maximum
applicable Rate Schedule FT-1 Recourse Rate Reservation Charge pursuant to Rate Schedule
FT-1 as set forth on Sheet No. 10 divided by the number of Days in the Month.

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17. RIGHT TO COMMINGLE

17.1 Transporter shall have the unqualified right at all times to commingle Shipper's Gas with other Gas in Transporter's pipeline. It is recognized that Gas delivered by Transporter may not be the same molecules as those received from Shipper at the Receipt Point.

18. NOTICE OF CHANGES IN OPERATING CONDITIONS

18.1 Transporter and Shipper shall notify each other from time to time, as necessary, of expected changes in the rates of delivery or receipt of Gas, or in the pressures or other operating conditions, and the reason for such expected changes, to the end that the other party may be prepared to meet them when they occur.

19. POSSESSION OF GAS AND RESPONSIBILITY

19.1 As between Transporter and Shipper, Shipper shall be deemed to be in control and possession of, and responsible for, all Gas until it is delivered to Transporter at the Receipt Point(s) set forth in an executed Transportation Agreement, after which Transporter shall be deemed to be in control and possession of, and responsible for, such Gas until it is delivered at the Delivery Point(s). Transporter is authorized to relinquish control and possession of Shipper's Gas to a third party, at Shipper's direction, solely for the purpose of having the Gas processed by the third party. Transporter shall not be responsible for Shipper's Gas while it has relinquished custody and control of the Gas for processing.

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20. WARRANTY OF TITLE

20.1 Shipper warrants to Transporter that it will at the time of delivery have title to or good right to deliver all Gas delivered by it to Transporter for Transportation by Transporter, free and clear of liens and encumbrances and adverse claims of every kind, except that if Shipper relinquishes the right to process its Gas to a third party, such relinquishment shall not constitute an encumbrance or adverse claim hereunder. Shipper further warrants that it has all governmental, regulatory and other authorizations required to permit its Gas to be transported hereunder, including but not limited to, Canadian export authorizations and U.S. import authorizations.

20.2 Transporter warrants that at the time of delivery of such Gas to Shipper such Gas will be free and clear of all liens and encumbrances, arising as part of Transporter's activities.

20.3 Transporter and Shipper will each indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses, arising out of the adverse claim of any person with respect to such Gas, including any claims for taxes, licenses, fees, royalties, or charges, which claims arise with respect to such Gas prior to the time of delivery of such Gas to such other party.

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21. LIABILITY OF PARTIES

21.1 Transporter and Shipper each assume responsibility and liability for the installation, maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all losses, damages, claims or actions, including injury to or death of persons, arising from any act or accident resulting from the installation, presence, maintenance and operation of the property and equipment of the indemnifying party.

21.2 In no event will either Transporter or Shipper be liable to the other for any indirect, special or consequential loss, damage, cost or expense whatsoever based on breach of contract, negligence, strict liability or otherwise including, without limitation, loss of profits or revenues, cost of capital, loss or damages for failure to deliver Gas, cost of lost, purchased or replacement Gas, cancellation of permits or certificates and the termination of contracts.

21.3 Except as set out in Section 7 of Rate Schedule FT-1, Transporter shall have no liability to Shipper, nor obligation to indemnify and save harmless Shipper, in respect of Transporter's failure for any reason whatsoever to accept receipt of, or deliver Gas pursuant to any service agreement between transporter and Shipper.

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22. CREDITWORTHINESS

22.1 Credit Requirements: Shipper shall at all times comply with one of the following creditworthiness requirements:

(a) The Shipper (or an Affiliate which guarantees the Shipper's obligations under a Firm Master Capacity unsecured minimum Transportation Agreement, Interruptible Transportation Agreement, or Release Agreement) has an investment grade rating for its long term senior debt from a recognized rating agent. The schedule below sets out the acceptable rating from each of the indicated rating agencies:

Acceptable Credit Ratings *
(Long-term Senior Unsecured Debt)

Moody's	Baa3
S&P**	BBB- or better
DBRS***	BBB or better
CBRS****	BBB or better
NAIC*****	NAIC 1 or NAIC 2

*Or other equivalent ratings from recognized rating agencies, as determined by Transporter.

**Standard & Poors

***Dominion Bond Rating Service

****Canadian Bond Rating Service

*****National Association of Insurance Commissioners

downgraded below A Shipper who qualifies under this category initially but is later investment grade will be required to qualify under another category below.

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(b) acceptable rating as Transporter and, to the absence of which Interruptible acceptable to for subject a material in the Lenders.

A Shipper whose long term senior unsecured debt does not have an outlined in the schedule above will be accepted as creditworthy if the extent deemed necessary, its Lenders determine that, notwithstanding an acceptable rating, the financial position of the Shipper (or an Affiliate guarantees the Shipper's obligations under a Transportation Agreement, Transportation Agreement, or Master Capacity Release Agreement) is Transporter and, to the extent deemed necessary, its Lenders. Application acceptance as creditworthy may be made at any time. Shipper will not be to having its acceptance under this category revoked unless there has been adverse change in the financial criteria relied on at the time of acceptance sole opinion of Transporter and, to the extent deemed necessary, its

(c) Agreement, Agreement, or at (b) above,

A Shipper, who, at the time of execution and delivery of a Transportation Interruptible Transportation Agreement, or Master Capacity Release any time thereafter while it is bound thereby, is not eligible under (a) or must provide security for its obligation by either:

equal to

(i) posting a Letter of Credit or pledging a cash deposit, in an amount the amount of the Letter of Credit, as set forth in (iii) below; or

extent deemed

(ii) by providing other security acceptable to Transporter and, to the necessary, its Lenders.

following

(iii) A Letter of Credit or cash deposit under (i) above shall be in the amounts: (i) with respect to a Shipper under a Firm Transportation or a Master Capacity Release Agreement, an amount equal to 12 Reservation Charges, such security to be adjusted annually to reflect in the estimated Reservation Charges for the succeeding 12 months; respect to a Shipper under an Interruptible Transportation Agreement, security shall be equal to the Maximum Daily Transportation Shipper's Interruptible Transportation Agreement, multiplied by the Schedule IT-1 Usage Charge, multiplied by thirty (30); and shall be from time to time to reflect any changes to Shipper's Maximum Daily Transportation Quantity or in the maximum Rate Schedule IT-1 Usage Charge.

Agreement

months of estimated

any change

(ii) with

such

Quantity in

maximum Rate

adjusted

Recourse Rates

under (d) Transporter reserves the right to require any Shipper who does not qualify paragraph (a) above and who has not been accepted pursuant to paragraph (b) above to provide the security required by paragraph (c) above. Any Shipper who qualifies under paragraphs (a) or (b) above by virtue of an Affiliate guaranteeing the obligations of the Shipper shall provide Transporter with a written guarantee from the Affiliate.

22.2 (a) Approved Bidders List: Transporter shall maintain on its EDM an containing the names of the parties eligible to bid for Released Capacity under Section 23 hereof. A prospective Replacement Shipper is not eligible to submit a valid bid for service unless its name appears on the Approved Bidders List. Replacement Shipper In order to be listed on the Approved Bidders List, a prospective above; or post must meet the creditworthiness requirements of Section 22.1(a) or 22.1(b) extent a Letter of Credit or other security acceptable to Transporter and, to the deemed necessary, its Lenders, pursuant to Section 22.1(c) above.

(b) If a prospective Replacement Shipper satisfies the creditworthiness requirements of this Section 22 by satisfying the criteria of Section 22.1(a); by a determination of Transporter and, to the extent deemed necessary, its Lenders, pursuant to Section 22.1(b) above; or by posting a Letter of Credit or other security acceptable to Transporter and, to the extent deemed necessary, its Lenders, pursuant to Section 22.1(c) above, such prospective Replacement Shipper shall be eligible to bid for Released Capacity for a rate and term such that the maximum financial obligation under such bid (excluding amounts bid for AOS service) shall not exceed an amount determined by Transporter. Such amount shall be the prospective Replacement Shipper's "Bid Limit." Prospective Replacement Shippers' Bid Limits shall be posted on Transporter's Approved Bidders List. Prospective Replacement Shippers' Bid Limits (i) shall be adjusted downward from time to time in an amount equivalent to the maximum financial obligation (excluding amounts bid for AOS service) under any bid that is accepted and results in the acquisition of released Capacity; and (ii) shall be readjusted upward upon the expiration of such released Capacity. Such adjusted Bid Limits shall be posted on Transporter's Approved Bidders List.

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(c) On any Day, a prospective Replacement Shipper may make multiple, simultaneous bids for capacity offered pursuant to Section 23 (each individual bid being in compliance with the prospective Replacement Shipper's Bid Limit) which, if accepted in the aggregate, would exceed the prospective Replacement Shipper's Bid Limit. If multiple awards of such capacity are made in such circumstances which, in the aggregate, exceed the applicable Bid Limit: (i) such Replacement Shipper's prospective Bid Limit shall be reduced to \$0.00; and (ii) Transporter shall notify such Replacement Shipper that it must post a Letter of Credit or cash deposit within 7 Days in an amount equal to or greater than the difference between the Bid Limit that was in effect prior to the awards of Capacity and the additional maximum financial obligation under the awards of such capacity. If the Replacement Shipper fails to post such Letter of Credit or cash deposit within 7 Days, the award of such capacity shall be invalidated as of the next Day and the Capacity shall revert to the Releasing Shipper.

(d) A prospective Replacement Shipper may be removed from the Approved Bidders List if Transporter determines that such prospective Replacement Shipper is no longer creditworthy under the criteria of Section 22.1; or that such prospective Replacement Shipper has failed to comply with Transporter's FERC Tariff or any Firm or Interruptible Transportation Agreement, Master Capacity Release Agreement, or Rate Schedule thereunder. By placing a prospective Replacement Shipper on the Approved Bidders List, Transporter does not assume responsibility for such prospective Replacement Shipper's creditworthiness.

23. CAPACITY RELEASE

23.1 This Section sets forth the terms and conditions that are applicable to the release by a Shipper of Contracted Capacity held under a Firm Transportation Agreement, together with the AOS rights (as defined in Sections 1.5 and 12.3 of the GTC) that are associated with that Shipper's Contracted Capacity (hereinafter referred to jointly as "Capacity").

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Original Sheet No.241 Original Sheet No.241 : Effective

23.2 Release of Capacity shall be subject to the terms and conditions of this Section 23.

- FT-1 shall be
any
is
provisions of
released
have executed
authorized
Releasing
specified
- (a) Eligibility: Any Shipper ("Releasing Shipper") under Rate Schedule entitled, subject to the terms and conditions of this Section 23, to release or all of its Capacity, but only to the extent that the Capacity so released acquired by another Person ("Replacement Shipper") pursuant to the this Section 23. Any prospective Replacement Shipper bidding for such Capacity must be listed on Transporter's Approved Bidders List, must an Electronic Contracting Agreement with Transporter, and must be an EDM user. Any such release shall result in a temporary suspension of the Shipper's right to use the Released Capacity, subject to any recall rights in the release.
- unduly
acquire
this Section
provisions governing
- (b) Capacity to be released shall be made available on a basis that is not discriminatory. Any prospective Replacement Shipper shall be entitled to Releasing Shipper's Capacity subject to the terms and conditions under 23, provided that the prospective Replacement Shipper meets all eligibility under this Tariff in a timely manner.
- another
Replacement
Replacement
timely
- (c) A Replacement Shipper shall be entitled to release acquired Capacity to Replacement Shipper, subject to the requirement that the releasing Shipper satisfies, and is subject to, all of the provisions of this Section 23, as if such Replacement Shipper were a Releasing Shipper, and the new Shipper meets all provisions governing eligibility under this Tariff in a manner.
- minimum period
expiration of
under which the
- (d) Term: Any release of Capacity under this Section 23 shall be for a of one Day, and shall not exceed the balance of the period until the the primary term of the Firm Transportation Agreement, or Master Capacity Release Agreement Releasing Shipper holds the Capacity to be released.

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Second Revised Sheet No. 242 Second Revised Sheet No. 242 : Effective
Superseding: First Revised Sheet No. 242

(e) Recall/Reput Rights.

(i) The original Releasing Shipper may specify recall rights and conditions and shall be the only party that can exercise and administer such recall rights. Recall conditions cannot be expanded or in any way modified by subsequent Releasing Shippers. Releasing shippers may, to the extent permitted as a condition of the capacity release, recall scheduled released capacity.

Transporter shall support the following recall notification periods for all released capacity subject to recall rights:

A. Timely Recall Notification:

- (1) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 8:00a.m. on the day that Timely Nominations are due;
- (2) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 9:00a.m. on the day that Timely Nominations are due (Central Clock Time);

B. Early Evening Recall Notification:

- (1) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 3:00p.m. on the day that Evening Nominations are due;
- (2) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 4:00p.m. on the day that Evening Nominations are due (Central Clock Time);

C. Evening Recall Notification:

- (1) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 5:00p.m. on the day that Evening Nominations are due;
- (2) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 6:00p.m. on the day that Evening Nominations are due (Central Clock Time);

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FERC Docket: RP03-432-000

Third Revised Sheet No. 243 Third Revised Sheet No. 243 : Effective
Superseding: Second Revised Sheet No. 243

D. Intraday 1 Recall Notification:

- (1) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 7:00a.m. on the day that Intraday 1 Nominations are due;
- (2) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 8:00a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

E. Intraday 2 Recall Notification:

- (1) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 2:30p.m. on the day that Intraday 2 Nominations are due;
- (2) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 3:30p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

(ii) For the recall notification provided to the Transporter the quantity should be expressed in terms of total released capacity entitlements.

(iii) In the event of an intra-day capacity recall, Transporter should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of the Transporter tariff, services, and/or operational characteristics.

(iv) The Transporter should not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard No. 5.3.55.

(v) The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity (EPC) or other Transporter tariff specific variations of the EPC in accordance with NAESB WGQ Standard No. 5.3.56.

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FERC Docket: RP03-432-002

Third Revised Sheet No. 243A Third Revised Sheet No. 243A : Effective

Superseding: Second Revised Sheet No. 243A

- (vi) Upon notification of a recall, the Capacity of the Replacement Shipper(s) shall be reduced by the quantity of the recall. If the original Releasing Shipper recalls less than the total amount of the Released Capacity and the original Replacement Shipper has re-released less than the total amount of the Released Capacity, then, upon such recall, the Capacity of the original Replacement Shipper shall be reduced first, absent a specification to the contrary in the original Replacement Shipper's submittal under Section 23.2(h)(x) hereof.
 - (vii) Any necessary Nomination changes are subject to Transporter's Nomination deadline in accordance with Section 11. Transporter shall be entitled to rely upon such Nomination change and not be held liable under any circumstances whatsoever in the event of any such recall.
 - (viii) Reput rights may be specified by Releasing Shipper via Transporter's EDM at the time the release is posted.
- (f) Bidding Period.
- (i) Releasing Shipper may specify the date and time that the Bidding Period starts and the date that the Bidding Period ends, provided, however, that the Bidding Period shall not commence any later than the time set forth in the capacity release timeline in Section 23.2(g).
 - (ii) Releasing Shipper's offer to release Capacity shall be posted for the Bidding Period; provided, however, that the Releasing Shipper shall have the right to withdraw such offer before the end of the Bidding Period where unanticipated circumstances so justify and a notice of withdrawal of the offer is posted on the EDM prior to the receipt of any valid bids for such Capacity. Offers shall be binding until written notice or notice via Transporter's EBB of withdrawal is received by Transporter.
- (g) Subject to a Releasing Shipper's right to specify an earlier start to the Bidding Period pursuant to Section 23.2(f), the following timeline is applicable to all parties involved in the Capacity release process; however, it is only applicable if: (i) all information provided by the parties to the transaction is valid; and (ii) the Replacement Shipper has been placed on the Approved Bidders List before its bid is tendered (all times are stated in Central Clock Time):
- (i) For biddable releases (less than 1 year):
offers should be tendered by 12:00 P.M. on a Business Day;

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FERC Docket: RP08-613-000

Fifth Revised Sheet No. 244 Fifth Revised Sheet No. 244

Superseding: Fourth Revised Sheet No. 244

- open season ends no later than 1:00 P.M. on a Business day
(evaluation period begins at 1:00 P.M. during which
contingency is eliminated, determination of best bid is
made, and ties are broken);
evaluation period ends and award posting if no match required at
2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.M.;
- contract issued within one hour of award posting (with a new
contract number, when applicable); nomination possible
beginning at the next available nomination cycle for the
effective date of the contract. (Central Clock Time)
- (ii) For biddable releases (1 year or more):
 - offers should be tendered by 12:00 P.M. four Business Days before
award;
 - open season ends no later than 1:00 P.M. on the Business Day before
timely nominations are due (open season is three Business
Days);
 - evaluation period begins at 1:00 P.M. during which contingency is
eliminated, determination of best bid is made, and ties are
broken;
 - evaluation period ends and award posting if no match required at
2:00 P.M.;
 - match or award is communicated by 2:00 P.M.;
 - match response by 2:30 P.M.;
 - where match required, award posting by 3:00 P.M.;
 - contract issued within one hour of award posting (with a new
contract number, when applicable); nomination possible
beginning at the next available nomination cycle for the
effective date of the contract. (Central Clock Time)
- (iii) For non-biddable releases:
 - Timely Cycle
 - posting of prearranged deals not subject to bid are due by
10:30 A.M. on a Day;
 - contract issued within one hour of award posting (with a
new contract number, when applicable); nomination
possible beginning at the next available nomination
cycle for the effective date of the contract. (Central
Clock Time)

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-432-000

First Revised Sheet No. 244A First Revised Sheet No. 244A : Effective
Superseding: Original Sheet No. 244A

Evening Cycle

posting of prearranged deals not subject to bid are due by 5:00 P.M. on a Day;
contract issued within one hour of award posting (with a new contract number,
when applicable); nomination possible beginning at the next available
nomination

cycle for the effective date of the contract. (Central Clock Time)

Intraday 1 Cycle

posting of prearranged deals not subject to bid are due by 9:00 A.M. on a Day;
contract issued within one hour of award posting (with a new contract number,
when applicable); nomination possible beginning at the next available
nomination

cycle for the effective date of the contract. (Central Clock Time)

Intraday 2 Cycle

posting of prearranged deals not subject to bid are due by 4:00 P.M. on a Day;
contract issued within one hour of award posting (with a new contract number,
when applicable); nomination possible beginning at the next available
nomination

cycle for the effective date of the contract. (Central Clock Time)

(h) Required information for the release of Capacity: The Releasing
Shipper shall submit the following information, objectively stated and
applicable to all prospective Replacement Shippers on a non-discriminatory
basis, to Transporter via the EDM:

(i) The Releasing Shipper's legal name, contract number, and the name,
phone number, and fax number of the individual who will authorize the release
of
Capacity for the Releasing Shipper.

(ii) Whether the Capacity is biddable.

(iii) The amount of Capacity that the Releasing Shipper elects to release
expressed as a numeric quantity per Day for transportation.

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Original Sheet No. 244B Original Sheet No. 244B : Effective

(iv) The Primary Delivery Point(s) associated with the Capacity to be released. The ratio of Primary Delivery Point Capacity to Contracted Capacity must not exceed 150 percent for the Capacity to be released or the Releasing Shipper's remaining Capacity.

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First Revised Sheet No. 245 First Revised Sheet No. 245

Superseding: Original Sheet No. 245

- (v) Whether Replacement Shippers may modify the Primary Delivery Point(s): If Releasing Shipper permits Replacement Shipper to modify the Primary Delivery Point(s) associated with the Capacity to be released, such modification shall be effected as follows: (i) Replacement Shipper shall inform Releasing Shipper of the desired Primary Delivery Point(s); Releasing Shipper shall request Transporter to change the Primary Delivery Point(s) pursuant to Section 4 of Shipper's Firm Transportation Agreement; and (iii) Releasing Shipper shall execute an amendment to the Firm Transportation Agreement pursuant to Section 4 of Rate Schedule FT-1.
- (vi) The requested effective date and the term of the release.
- (vii) The minimum acceptable period of release and minimum acceptable quantities (if any).
- (viii) Rate conditions, including: (i) any minimum rate requirement; (ii) whether bids may be submitted on a reservation and/or volumetric basis; (iii) any minimum volumetric commitment (if volumetric release); (iv) the rate that must be bid for AOS service associated with the released Contracted Capacity must be stated; and (v) whether the bids should be stated in dollars and cents, percent of the maximum applicable Recourse Rates, or percent of the rate derived from the terms of a Negotiated Rate contract, if applicable and as identified in the Releasing Shipper's notice.
- (ix) The legal name of the Replacement Shipper that is designated in any Pre-Arranged Release ("Pre-Arranged Replacement Shipper"), and, where applicable, identification of the Pre-Arranged Replacement Shipper as an "asset manager" (as that term is defined in 18 C.F.R. Section 284.8(h)(3)) or a "marketer participating in a state-regulated retail access program" (as that term is defined in 18 C.F.R. Section 284.8(h)(4)).
- (x) Whether the Capacity is to be released on a recallable basis, and, if so, the terms and conditions applicable to such recalls, including any prioritization of Capacity rights reductions under the circumstances set forth in Section 23.2(e)(ii) above; or whether the Capacity is to be released on a permanent basis. Reput methods and rights are to be specified in Releasing Shipper's notice.

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Original Sheet No.246 Original Sheet No.246 : Effective

Capacity; (xi) Whether the Capacity to be released is contingent on the release of other
Extraction whether volumes transported under such Capacity are subject to an
Shipper shall Agreement executed by Releasing Shipper, in which case Replacement
capacity also execute an Extraction Agreement; or whether the release of such
and/or is contingent on certain other terms and conditions and, if so, the terms
executed conditions upon which the release is contingent. If Releasing Shipper has
transport an Extraction Agreement, Replacement Shipper shall request Transporter to
make Releasing Shipper's Gas to the designated Processing Delivery Point and
of Rate Replacement Shipper's Gas available to Aux Sable, pursuant to Section 2.3
Schedule FT-1.

(xii) The terms and conditions under which Releasing Shipper will accept
contingent bids, including bids that are contingent upon the Replacement Shipper acquiring
transportation on a pipeline interconnected to Transporter, the method for
evaluating contingent bids, what level of proof is required by the contingent
bidder to demonstrate that the contingency did not occur, and for what time
period the next highest bidder will be obligated to acquire the Capacity if the
winning contingent bidder declines the release.

(xiii) Any other reasonable and not unduly discriminatory terms and conditions
to accommodate the release, including provisions necessary to evaluate bids and tie breaking
criteria, provided, however, that bid evaluations will be limited to highest rate, net
revenue, and present value. If Releasing Shipper selects present value as the bid
evaluation criterion, Bid evaluations shall utilize the present value formula set forth in
Section 23.2(m).

(xiv) The Releasing Shipper's request (if at all) that Transporter actively market
the Capacity to be released.

(xv) Any other additional information that Transporter deems necessary, from
time to time, to effectuate releases hereunder, as posted on Transporter's EDM.

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Second Revised Sheet No. 247 Second Revised Sheet No. 247

Superseding: First Revised Sheet No. 247

(j) Open Bidding Process:

- (i) A prospective Replacement Shipper wishing to acquire Capacity available for release ("Bidding Shipper") shall place a bid on Transporter's EDM for the available Capacity during the Posting Period. Bids will be posted upon receipt; provided that only complete bids will be posted. To be complete, a bid shall contain the following information:
 - (A) The Bidding Shipper's legal name and the name, title, address and phone number of the individual who will authorize the acquisition of the available Capacity.
 - (B) The amount of Capacity that the Bidding Shipper requests and the minimum quantity that it will accept.
 - (C) The requested effective date and the term of the acquisition.
 - (D) The Bidding Shipper's bid, addressing all criteria required by the Releasing Shipper.
- (ii) Bids not expressly labeled as contingent shall be binding until written or electronic notice of withdrawal is received by Transporter. Bidding Shipper cannot withdraw its bid after the Bidding Period ends. If Bidding Shipper withdraws its bid, it may not resubmit a lower bid. If Bidding Shipper submits a higher bid, lower bids previously submitted by Bidding Shipper will be automatically eliminated. A Bidding Shipper may submit multiple bids where the term or quantity involved in each bid is different. Transporter shall post all information provided by Bidding Shippers, except the information provided in Section 23.2(h) (i), above.
- (iii) No bid for Capacity available for release for a term of more than one year shall exceed the maximum applicable Recourse Rates, including the maximum Rate Schedule FT-1 Recourse Rates AOS Charge, in addition to any and all applicable fees and surcharges, as specified in this Tariff. Neither the quantity nor the requested term of such bid shall exceed the maximum quantity or term specified by the Releasing Shipper.

- (k) Pre-Arranged Release Not Subject to Bidding: For Pre-Arranged Releases: (i) at maximum Recourse Rates including the maximum Rate Schedule FT-1 Recourse Rates AOS Charge for a term of more than one year; (ii) for a period of thirty-one (31) days or less; or (iii) to a Pre-Arranged Replacement Shipper that is either an asset manager (as that term is defined in 18 C.F.R. Section 284.8(h)(3)) or a marketer participating in a state-regulated retail access program (as that term is defined in 18 C.F.R. Section 284.8(h)(4)), a Releasing Shipper may release Capacity, without subjecting the Release to bidding, by notifying Transporter via Transporter's EDM of such release. The Replacement Shipper shall adhere to the contracting requirements pursuant to Section 23.3. The Replacement Shipper shall confirm electronically the Pre-Arranged release by 9:30 a.m. and meet the eligibility requirements under this Section 23. Transporter will support the electronic upload of Pre-Arranged Releases.
- (l) Matching Rights: In the case of a Pre-Arranged Release that is subject to bidding, the Pre-Arranged Replacement Shipper shall have the right of first refusal for one (1) hour following the time the Pre-Arranged Replacement Shipper has been notified of the winning bid ("Matching Period"). In the event a bid is received that offers a higher rate or that more closely meets the criteria specified by the Releasing Shipper, Transporter shall provide the Pre-Arranged Replacement Shipper an opportunity during the Matching Period to match or exceed the bid that offers a higher rate or more closely meets the criterion specified by the Releasing Shipper. No later than 3:15 p.m. of the Day prior to the Day nominations are due, the Pre-Arranged Replacement Shipper shall receive notification on Transporter's EDM of the terms and conditions of the prevailing bid, and shall have the Matching Period to respond via EDM. Absent a response, the Capacity shall be awarded to the prevailing Bidding Shipper no later than 5:00 p.m. of the Day prior to the Day nominations are due.
- (m) Awarding of Capacity Available for Release: Capacity will be awarded no later than 5:00 p.m. of the Business Day prior to the Day Nominations are due. The Capacity available for release shall be awarded to the Bidding Shipper with the highest bid matching all terms and conditions specified by the Releasing Shipper. In the case of multiple bid winners, the highest ranking bid will receive the entire maximum amount of Capacity bid. The next highest bidder will receive the remainder of the offered Capacity up to the maximum of Capacity amount bid for, provided that the amount remaining is above the minimum acceptable quantity specified by the bidder. Any remaining Capacity will be given to the next highest bidder under the same provisions as above. This process will repeat until either all of the offered Capacity is awarded or the remaining Capacity falls below either the Releasing Shipper's minimum quantity or all the remaining bidder's acceptable quantities.

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Original Sheet No.249 Original Sheet No.249 : Effective

If bids are received that do not match all the terms and conditions provided by the Releasing Shipper, bids will be evaluated by the criteria provided by the Releasing Shipper. If no criteria are provided by the Releasing Shipper, the Bidding Shipper bidding the greatest present value (PV) shall be

awarded

the Capacity. PV shall be calculated pursuant to the following formula:

$$R \times \frac{1 - (1 + i)^{-n}}{i} \times V = PV$$

Where: i = annual interest rate, i.e., Transporter's return on equity in its currently effective Recourse Rates
n = term of the release in days
R = the Reservation Rate(s) bid in \$/Dth
V = Quantity stated in Mcf

Such PV evaluation in the absence of criteria specified by the Releasing Shipper shall not take into account amounts bid for AOS service associated with the released Contracted Capacity. If more than one such bid has an equal PV, then the Capacity shall be awarded on a first come, first served basis. The ultimate awarding of Capacity will be posted on Transporter's EDM by 5:00 p.m. on the Business Day prior to the Day nominations are due. Unless the bidder was a contingent bidder and the contingency did not occur, Transporter will tender a numbered Master Capacity Release Agreement (unless Shipper has previously executed a Master Capacity Release Agreement) and a numbered Capacity Release Schedule to the winning bidder by 10:00 a.m. of the Day nominations are due and the winning bidder shall execute such Agreement and Schedule pursuant to Section 23.3.

(n) Remaining Capacity: In the event that a Releasing Shipper does not release all of its Capacity, then the Releasing Shipper is entitled to utilize the remaining Capacity.

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Original Sheet No.250 Original Sheet No.250 : Effective

- after
Shipper
- (o) No Rollover: The Releasing Shipper shall not release Capacity that was previously released pursuant to Section 23.2(k) (ii) to the same Pre-Arranged Replacement Shipper on a pre-arranged basis, until twenty eight (28) Days the end of the first release period, unless the Pre-Arranged Replacement agrees to pay the maximum rate and meet all other terms and conditions of the release.
- (p) Capacity Release historical data shall be made available on a consistent basis by Transporter that will provide for retrieval of open and closed offers during the FERC archival period.
- upload (q) Transporter shall comply with GISB standard 5.3.30 regarding the offer bidder confirmation and quick response process.

23.3
necessary
Released
Extraction
Extraction
Agreement (s)
Replacement
obligations
Nominations
Releasing
agreed to
Firm
Firm
accordance

Contractual Obligations: Replacement Shipper shall promptly enter into any Master Capacity Release Agreement(s) and Capacity Release Schedule(s) once Capacity has been acquired and, if Releasing Shipper has entered into an Agreement, Replacement Shipper shall demonstrate that it is a party to an Agreement covering the subject Capacity. Such Master Capacity Release and Capacity Release Schedule(s) shall be executed electronically. All Shippers shall accept by an award of Capacity all Transportation rights and of the Releasing Shipper with respect to the Capacity released, including in accordance with Section 11. Furthermore, the Releasing Shipper shall remain fully liable to Transporter for all Reservation Charges payable under the Shipper's Firm Transportation Agreement, unless Replacement Shipper has accept all obligations of the Releasing Shipper under the Releasing Shipper's Transportation Agreement for the remaining term of such Releasing Shipper's Transportation Agreement and a Permanent Release has been effected in with Section 23.9.

- 23.4 Billing: Pursuant to Sections 7 and 16, a Replacement Shipper shall be invoiced for all Reservation Charges contained within its bid and all applicable Usage Charges and AOS Charges, as well as any penalties and late charges that are incurred by such Replacement Shipper. In the event a Replacement Shipper fails to pay any Reservation Charges in the time required by Section 7.3, such unpaid Reservation Charges shall be invoiced to Releasing Shipper in the following Month. By invoicing such unpaid amounts to Releasing Shipper, Transporter does not relinquish its right to seek recovery of such amounts, plus applicable late payment charges, from Replacement Shipper.
- 23.5 Credits: Each Month, Releasing Shipper's statement rendered pursuant to Section 7.1 shall reflect a credit against the Monthly Reservation charges applicable to the preceding Delivery Month. Such credit shall be equal to the sum of (i) the amount of any Reservation Charges billed by Transporter to the Replacement Shipper(s) for service utilizing the Released Capacity during the previous Delivery Month (whether invoiced on a volumetric or reservation basis); plus (ii) the amount of any AOS charges invoiced by Transporter to the Replacement Shipper(s) for service utilizing the Released Capacity during the preceding Delivery Month. In the event Transporter makes refunds to a Replacement Shipper pursuant to Section 23.6, any credit otherwise available to Releasing Shipper for the Month subsequent to the disbursement of such refunds shall be reduced by the amount of such refunds.
- 23.6 Refunds: In the event the Commission orders refunds of any such rates charged by Transporter on a subject-to-refund basis, Transporter shall make appropriate refunds of amounts paid by Releasing Shippers and Replacement Shippers in excess of Transporter's ultimately determined just and reasonable, applicable maximum rates.
- 23.7 Posting of Purchase Offers: Transporter shall allow a prospective Replacement Shipper to post for at least thirty (30) Days its offers to acquire released Capacity. The offer must contain the following information:
- (a) The prospective Replacement Shipper's legal name and where applicable identification of the Replacement Shipper as an asset manager (as that term is defined in 18 C.F.R. Section 284.8(h)(3)) or a marketer participating in a state-regulated retail access program (as that term is defined in 18 C.F.R. Section 284.8(h)(4)), and the name, fax and phone number of the individual who will authorize the acquisition of the available Capacity.
 - (b) The daily quantities of Capacity which the prospective Replacement Shipper requests.
 - (c) The Receipt Points and/or Delivery Points where Capacity is requested, as applicable.

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Original Sheet No.252 Original Sheet No.252 : Effective

23.8 Marketing Fee: Transporter shall be entitled, upon Releasing Shipper's request, to market the Capacity available for release actively on Releasing Shipper's behalf. Transporter and Releasing Shipper will negotiate the terms and conditions upon which Transporter will market the Releasing Shipper's Capacity.

23.9 Permanent Releases: A Shipper which has a currently effective, executed Firm Transportation Agreement with Transporter under Transporter's Rate Schedule FT-1 may release its Capacity to a third party ("Permanent Releasee") for the remaining term of the contract and be relieved of all liability under its Firm Transportation Agreement, prospective from the effective date of such release, provided that the following conditions are satisfied:

- and if (a) The Permanent Releasee executes an Assignment and Novation Agreement, Schedule determined to be necessary, a new Firm Transportation Agreement under Rate FT-1 pursuant to Part 284 of the regulations of the FERC that is subject to pregranted abandonment and, if Releasing Shipper has executed an Extraction Agreement, also demonstrates that it is a party to an Extraction Agreement covering the subject capacity;
- the (b) The Permanent Releasee agrees to pay the applicable rates for service under Releasing Shipper's Firm Transportation Agreement (unless otherwise agreed to by Transporter) and accepts all obligations of the Releasing Shipper;
- service (c) The Commission provides any necessary abandonment authorization for the subject to such permanent release on or before the effective date thereof;

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Second Revised Sheet No. 253 Second Revised Sheet No. 253

Superseding: Substitute First Revised Sheet No. 253

- (d) The Permanent Releasee meets all of the creditworthiness requirements contained in Section 22.1 of the GTC and appears on the Approved Bidders List, as set forth in Section 22.2 of the GTC; and
- (e) The Permanent Releasee receives the approval of Transporter and, to the extent deemed necessary, its Lenders, which shall not be unreasonably withheld.

23.10 Transporter's Right to Terminate a Temporary Release of Capacity

- (a) Transporter may elect to terminate a temporary Release of Capacity by canceling the applicable Capacity Release Schedule, upon providing 30 days written notice to a Replacement Shipper, under the following conditions:
 - (i) Transporter has terminated Releasing Shipper's Firm Transportation Agreement or Master Capacity Release Agreement in accordance with Section 8 of the GTC; and
 - (ii) The rate stated in the Replacement Shipper's applicable Capacity Release Schedule is less than the rate that the Releasing Shipper was obligated to pay Transporter.
- (b) The Replacement Shipper may avoid termination of the temporary Release of Capacity if, prior to the end of the 30-day notice period, the Replacement Shipper agrees that, beginning the first day after the end of the 30-day notice period, it will pay the lesser of the following, for the remainder of the term of the Release of Capacity: (i) the rate that the former Releasing Shipper was obligated to pay Transporter; (ii) the maximum Recourse Reservation, AOS and Usage Charges as stated in this Tariff for the applicable service; or (iii) such rate as mutually agreed to by Transporter and the Replacement Shipper. In such event, Transporter shall tender, and Replacement Shipper shall promptly execute, a revised Capacity Release Schedule reflecting the new applicable rate. For purposes of this section, Replacement Shipper shall have the right to determine which of the above rate options provides the lowest effective rate over the remainder of the term of the Release of Capacity.

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FERC Docket: RP00-445-000

Original Sheet No.254 Original Sheet No.254 : Effective

24. GOVERNMENT REGULATIONS

24.1 The GTC, the Rate Schedules to which they apply and any executed Firm Transportation Agreements, Interruptible Transportation Agreements, and Master Capacity Release Agreements are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

25. ARBITRATION

25.1 Any disputes arising pursuant to Section 7.6 shall be submitted to arbitration in accordance with Section 25.2 below.

25.2 All such disputes shall be submitted to final and binding arbitration in Minneapolis, Minnesota in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, and chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate the dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint these arbitrator(s). Any vacancies will be filled in accordance with these procedures. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation and the parties further expressly agree that any issue of arbitrability - the existence, validity, and scope of the agreement to arbitrate - shall be decided by the arbitrators. The parties agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. A judgment of the court shall be entered upon the award made pursuant to the arbitration in any court of competent jurisdiction. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Minnesota.

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FERC Docket: RP00-445-000

Original Sheet No.255 Original Sheet No.255 : Effective

26. NOTICES

26.1 Except as otherwise provided, any notice, request, demand, statement,
invoice, or bill, or any notice which either Party desires to give to the other, must be in
addressee, writing and shall be validly communicated by the delivery thereof to its
considered either personally or by courier or by facsimile transmission, and will be
duly delivered to the Party to whom it is sent at the time of its delivery if
personally delivered or if sent by facsimile transmission, or on the Business
Day following transmittal thereof if sent by courier (provided that in the event
normal courier service or facsimile transmission service shall be interrupted by
a cause beyond the control of the parties hereto, then the Party sending the
notice shall utilize any service that has not been so interrupted or shall deliver
such notice personally) to the other Party at the address set forth below.
Each Party shall promptly provide notice to the other of any change of address
for the purposes hereof.

(a) Transporter:

Alliance Pipeline L.P.
6385 Old Shady Oak Road
Eden Prairie, MN 55344

Attention: Manager, Tariff Administration
Fax: (612) 944-9166

(b) Shipper:

Shipper's address as set forth in its Firm Transportation Agreement,
Interruptible Transportation Agreement, or Master Capacity Release
Agreement, or to the address of Shipper's Agent, as provided to Transporter.

26.2 Routine communications, including monthly statements, will be considered
duly delivered when mailed either by registered, certified, or ordinary mail.

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Second Revised Sheet No. 256 Second Revised Sheet No. 256 : Effective

Superseding: Original Sheet No. 256

27. MISCELLANEOUS PROVISIONS

27.1 Effect of Headings: The headings used through the GTC, Rate Schedules, and in Firm Transportation Agreements, Interruptible Transportation Agreement, and Master Capacity Release Agreements are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions of any paragraph nor to be deemed in any way to qualify, modify or explain the effects of any such terms or provisions.

27.2 In the interpretation of the GTC, Rate Schedules, and any Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement, words in the singular shall be read and construed in the plural and words in the plural shall be read and construed in the singular where the context so requires. Defined terms shall have the meaning ascribed to them in Section 1 hereof regardless of whether such terms are capitalized.

28. ASSIGNMENT AND SUCCESSION

28.1 Transporter may assign any Firm Transportation Agreement, Interruptible Transportation Agreement or Master Capacity Release Agreement to any Affiliate of Transporter without obtaining any approvals or consents from Shippers

28.2 Any Person which shall succeed by purchase of all or substantially all of the assets, and assumption of all or substantially all of the liabilities of, or merger or consolidation, with either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Firm Transportation Agreement, Interruptible Transportation Agreement or Master Capacity Release Agreement. In addition, subject to Transporter's approval, which shall not be unreasonably withheld, Shipper may assign all of its Firm Transportation Agreements, Interruptible Transportation Agreements, and Master Capacity Release Agreements to an affiliate in the limited circumstances where, after Shipper obtains such Agreements, a corporate reorganization results in a transfer of the functions for which the Agreements were obtained to another company within the same corporate family.

28.3 Nothing contained herein shall prevent either party from pledging, mortgaging, or assigning its rights as security for its indebtedness and either party may assign to the pledgees or mortgagees (or to a trustee for the holder of such indebtedness) any money due or to become due under any Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement. Shipper will execute all consents to assignment and acknowledgements in favor of Transporter's Lenders as requested by such Lenders or Transporter of any security interests created hereunder.

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FERC Docket: RP03-136-001

Substitute First Revised Sheet No. 257 Substitute First Revised Sheet No. 257 : Effective
Superseding: Original Sheet No. 257

29. TRANSPORTATION AGREEMENTS

29.1 Form: Shipper shall enter into a Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement with Transporter under Transporter's appropriate standard form of Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement, as set forth in this Tariff.

29.2 Term: The term of the Firm Transportation Agreement, Interruptible Transportation Agreement, or Master Capacity Release Agreement shall be agreed upon between Shipper and Transporter at the time of the execution thereof.

30. ANNUAL CHARGE ADJUSTMENT (ACA) PROVISION

30.1 Purpose:

(a) The purpose of this Section 30 is to establish an ACA Clause as permitted by Commission Order No. 582, or any superseding or related regulation or order, which allows a natural gas pipeline company to adjust its rates annually to recover from its customers annual charges assessed it by the Commission under Part 382 of the Commission's Regulations.

(b) This Section establishes an ACA unit charge to be applicable to the Recourse Rates set forth on Sheet No. 10 for service under the following rate schedules:

(c) Transporter shall not recover the annual charges assessed by the Commission and recorded in FERC Account No. 928 in a NGA Section 4 rate case for any time period during which this ACA Clause is in effect.

30.2 Basis of the ACA Unit Charge: The Recourse Rates applicable to the Rate Schedules specified in Section 30.1 of the GTC shall include an ACA unit charge. Such ACA unit charge shall be that annual charge unit rate, adjusted to Transporter's pressure base and heating value, as appropriate, which shall be authorized by the Commission each fiscal year. Changes to the ACA unit charge shall be filed annually to reflect the annual charge unit rate authorized by the Commission for such fiscal year. The ACA unit charge shall be reflected on Sheet No. 10 of this Tariff.

30.3 Filing Procedure: The notice period and proposed effective date of filings pursuant

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Superseding: Original Sheet No. 258

to this Section 30 shall meet the requirements of Section 154.207 of the
Commission Regulations, unless, for good cause shown, a lesser notice period and
different effective date is allowed by valid Commission order.

Issued by: D.A. Prince, Vice President

Issued On: January 10, 2003

Issued to comply with order of the Federal Energy Regulatory Commission,
Docket No. RP03-136-000, dated December 31, 2002

FERC Cite: 10161399

Effective: January 1, 2003

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FERC Docket: RP00-445-000

Original Sheet No.259 Original Sheet No.259 : Effective

31. COMPLAINT RESOLUTION

31.1 The following procedures shall be used to address and resolve complaints by
Shippers and potential Shippers:

(a) Transporter urges Shippers to first discuss matters of concern with Transporter
on an informal basis before submitting a formal complaint to Transporter.
concerning Transporter will respond promptly and will endeavor to resolve those issues
existing or requested Transportation service on a timely basis.

(b) A shipper may submit a formal complaint as follows:

- (i) The complaint shall be in writing;
- (ii) The complaint shall state that it constitutes a complaint pursuant to
this Section 31 of the GTC;
- (iii) The complaint shall state with specificity the nature of the complaint,
the actions or procedures of Transporter that gave rise to the complaint,
and the remedy sought by the Shipper.
- (iv) The Complaint shall be addressed and mailed to:

Alliance Pipeline L.P.
Manager, Tariff Administration
6385 Old Shady Oak Road
Eden Prairie, MN 55344

(c) If the complaint does not conform to the above provisions, then Transporter
may deem the complaint invalid and return it to the Shipper.

(d) Transporter shall respond by telephone within forty-eight (48) hours to any
complaint filed pursuant to Section 31.1(b) above. The response shall advise
the Shipper of the status of the complaint. Within thirty (30) Days of the date
of receipt of the complaint, Transporter shall respond in writing to the
Shipper, stating the disposition of the complaint.

(e) If the Shipper is unsatisfied with the response to the complaint provided under subSection 31.1(d) above, the Shipper may resubmit the complaint in the same form as provided for in Section 31.1(b) above, to Transporter's Vice President, Public, Government & Regulatory Affairs at the address specified in Section 31.1(b) above. The Vice President will use his reasonable efforts to review and respond to the resubmitted complaint within thirty (30) days of its receipt.

32. CONSTRUCTION OF INTERCONNECTION FACILITIES

32.1 Transporter shall not deny a request for new interconnection facilities without adequate operational, environmental or legal justification. Transporter shall grant requests to construct, or permit the construction of such facilities if:

(a) the party seeking the construction of the facilities is willing to bear the cost of construction if Transporter performs the construction, or such party constructs the facilities itself in compliance with Transporter's technical requirements;

(b) the proposed construction and operation of the facilities does not adversely affect Transporter's operations;

(c) the proposed construction and any resulting Transportation does not diminish service to Transporter's existing customers;

(d) the proposed construction does not cause Transporter to be in violation of any applicable laws or regulations with respect to the facilities required to establish an interconnection with Transporter's existing facilities; and

(e) the proposed construction does not cause Transporter to be in violation of its right-of-way agreements or any other contractual obligations with respect to the proposed facilities.

32.2 Requests for new interconnection facilities must be made in writing and sent to Transporter's address in Section 26 hereof. All such requests shall include the following information:

(a) the legal name and principal place of business of the Person requesting the interconnection;

(b) a description of the facilities which will interconnect with Transporter's facilities;

(c) the capacity of the proposed facilities to be interconnected at the proposed point of interconnection;

(d) the specific location of the proposed facilities;

(e) the economic justification for the proposed facilities;

(f) additional data concerning such facilities as may reasonably be required by Transporter, including pressures, anticipated hourly, daily, monthly and

annual

throughput levels of the service that support the new facilities and such other data reasonably required to enable Transporter to assess the operational, environmental or legal consequences of the construction and operation of the proposed facilities.

32.3 Any Person owning and/or requesting construction of interconnection facilities shall execute an interconnection agreement with Transporter. If the requesting Person is not the owner of the proposed facilities, the requesting Person shall demonstrate that the owner of the facilities is capable and willing to construct, or permit the construction of, any required facilities. Execution of an interconnection agreement by Transporter shall not affect the terms and conditions of service on Transporter's system, nor will it guarantee priority access to Transporter's system.

32.4 New interconnection facilities shall not impose any minimum pressure requirements or other operating parameters which could require alteration of the operation of Transporter's system in any way, unless Transporter agrees otherwise, which agreement shall not be unreasonably withheld.

32.5 Transporter shall have the option to design, construct, operate and own the proposed interconnection facilities. Facilities constructed on Transporter's system will be designed according to the specifications of Transporter to be determined by Transporter in consultation with the requesting Person.

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32.6 The requesting Person's agreement to reimburse Transporter for all costs related to new facilities shall include, but not be limited to, permitting, engineering, land or land rights, buildings, materials, contractor fees, taxes (including income taxes), associated overhead and any carrying costs.

32.7 Transporter shall not be responsible for any upstream or downstream Person's facilities or the operation or maintenance of such facilities. Nor shall Transporter be obligated to accept receipts from or effect deliveries to such facilities of any quantities not authorized pursuant to the GTC.

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Original Sheet No.263 Original Sheet No.263 : Effective

33. DISCOUNT POLICY

33.1 All firm Transportation rate discounts granted by Transporter will be applied to the Reservation Charge.

34. CREDITING OF REVENUE FROM INTERRUPTIBLE TRANSPORTATION SERVICE AND AOS SERVICE

34.1 For each unit of interruptible Transportation service that is rendered for a Shipper, a revenue credit shall be accrued in the amount charged pursuant to Section 3 of Rate Schedule IT-1, net of applicable surcharges and variable costs incurred in providing the service.

34.2 Each Month, one hundred percent (100%) of the revenue credits accrued under Section 34.1 during the prior Month shall be credited to Shippers under Rate Schedule FT-1 and Shippers under Rate Schedule IT-1 paying the maximum Rate Schedule IT-1 Recourse Rates Usage Charge, as a credit against such Shippers' invoices. Allocation of the aggregate accrued revenue credits among Rate Schedule FT-1 Rate Schedule Shippers and eligible Rate Schedule IT-1 Shippers will be pro rata, based on: (i) such Shippers' relative Contracted Capacities as of the first Day of the Month in which the Credits are accrued; and (ii) such Rate Schedule IT-1 Shippers' relative imputed Contracted Capacities (monthly volumes transported at maximum Rate Schedule IT-1 Recourse Rates Usage Charge during the Month in which the credits are accrued, divided by number of Days in the Month).

34.3 For each unit of AOS service that is rendered for a Shipper under a Firm Transportation Agreement other than Firm Transportation Agreement whereby Shipper has elected Negotiated Rates, a revenue credit shall be accrued in the amount charged pursuant to Section 3 of Rate Schedule FT-1.

34.4 Each Month, one hundred percent (100%) of the revenue credits accrued under Section 34.3 during the prior Month shall be credited to Shippers under Rate Schedule FT-1 paying maximum Recourse Rates as set forth on Sheet No. 10 as a credit against such Shippers' invoices. Allocation of the aggregate accrued revenue credits among such Shippers will be pro rata, based on such Shippers' relative Contracted Capacities as of the first Day of the Month in which the credits accrued.

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Original Sheet No.264 Original Sheet No.264 : Effective

35. ELECTRONIC DELIVERY MECHANISM

35.1 Availability: Transporter has established an EDM for use on a nondiscriminatory basis by any Person, provided that such Person has executed an Electronic Contracting Agreement ("EDM Subscriber"). Transporter's EDM is an electronic service designed to provide the information or services required by applicable Commission orders or described in Transporter's Tariff, and such other information or services as Transporter may announce from time to time. Transporter's EDM shall be available twenty-four (24) hours per Day, subject to maintenance and reasonable downtime. Transporter reserves the right to provide enhancements to Transporter's EDM or to discontinue information or services not required by Commission order or otherwise described in Transporter's Tariff.

35.2 Services and Information Provided: An EDM Subscriber shall be entitled to utilize Transporter's EDM for purposes of (a) exercising rights as a Releasing Shipper or a prospective Replacement Shipper pursuant to Section 23 of the GTC; (b) viewing notices of elections to continue service under Section 36 of the GTC; (c) viewing notices of any restrictions of interruptible capacity; (d) viewing notices of availability of AOS service; (e) any purposes described in any other provisions of Transporter's Tariff; and (f) viewing public information posted by Transporter on Transporter's EDM and utilizing such other features as may be made available by Transporter from time to time on Transporter's EDM.

35.3 Maintenance of Public Information: Public information displayed on Transporter's EDM will be displayed in reverse chronological order. Information concerning completed Capacity Release transactions will remain on Transporter's EDM for at least ninety (90) days after completion and will be archived after such transactions are no longer actively maintained on the system. Archived information will be made available by Transporter within a reasonable period of time after an EDM Subscriber's request for such information. Transporter shall maintain and retain back-up records of the information displayed on Transporter's EDM for no less than three (3) years.

35.4 Electronic Execution of Agreements: Electronic execution of agreements shall be governed by Section 37 of the GTC.

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35.5 Liability for Use of Transporter's EDM: EDM Subscribers assume sole responsibility for use of Transporter's EDM and the files and information displayed on Transporter's EDM and hereby indemnify and hold harmless Transporter against any liability or claim of any person that arises from or is attributable to improper use by the EDM Subscriber of Transporter's EDM or of the files and information displayed on Transporter's EDM. Except as may result from the negligent action or willful misconduct of Transporter, Transporter shall have no responsibility to EDM Subscribers or to any third party for faulty retrieval, failure of retrieval, or loss of research, and in no event will Transporter be liable to an EDM Subscriber or to any third party for actual, consequential, exemplary, punitive, or special damages resulting, in whole or in part, from the EDM Subscriber's use of Transporter's EDM and the files and information displayed on Transporter's EDM. If an EDM Subscriber requests and receives assistance from Transporter's employees, such assistance will be at the EDM Subscriber's sole risk and Transporter shall have no responsibility or liability arising therefrom, except as may arise from the negligent action or willful misconduct of Transporter.

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36. PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

36.1 Notice of Contract Expiration: Six (6) Months prior to the expiration of a Shipper's Firm Transportation Agreement, Transporter shall post notice of such expiration on its Electronic Delivery Mechanism and solicit bids for the Capacity represented by the Firm Transportation Agreement. Such notice shall be displayed on the EDM for no less than one (1) Month. Transporter may require bidders to make assurances that offers are bona fide by making cash deposits or posting bonds or letters of credit. Transporter shall not be required to accept any bid at less than the maximum Recourse Rates.

36.2 Abandonment of Transportation Service: Except as provided in Section 36.3, Transporter shall be entitled to abandon Firm Transportation Service, as authorized by Section 284.221 (d) of the Commission's Regulations or successor thereto, upon the termination, or the expiration of the term (including the expiration of any applicable contract extension provisions), of a Firm Transportation Agreement and Transporter shall seek offers from other prospective Shippers interested in receiving such Firm Transportation Service. If termination is caused by a failure of Shipper to perform any of the material covenants or obligations imposed upon it by the Firm Transportation Agreement, Transporter shall be entitled to abandon service immediately upon termination.

36.3 Right of First Refusal.

(a) If Transporter receives no bids, or if Transporter receives no bids at its maximum Recourse Rate pursuant to Rate Schedule FT-1 and Transporter determines not to accept any bids below the maximum Recourse Rate pursuant to Rate Schedule FT-1, Transporter shall notify the Shipper of the maximum bid received, or that no bids were received. If Transporter receives a bid at its maximum Recourse Rate pursuant to Rate Schedule FT-1, or if it accepts any bid below the maximum Recourse Rate pursuant to Rate Schedule FT-1, Transporter shall, no less than four (4) Months before the expiration of the Shipper's Firm Transportation Agreement, or no more than four (4) Months after an earlier termination, inform Shipper of the offer to purchase Capacity received pursuant to Section 36.1 that Transporter intends to accept. Transporter's selection shall be made on a basis that is not unduly discriminatory.

Shipper shall
Shipper
portion (but
shall not be
pursuant to Rate

have thirty (30) Days to match the offer in terms of price and duration.
may elect to exercise its right to match with respect to a volumetric
not a geographic portion) of the Firm Transportation Service. Shipper
required to match a rate in excess of the maximum Recourse Rate
Schedule FT-1 or a term in excess of five (5) Years.

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(b) If the Shipper fails to match the offer presented by Transporter,
Transporter shall enter into a Firm Transportation Agreement with the Person submitting the
competing offer pursuant to the terms and conditions of the offer. For purposes of
this Section 36, any bid at a rate in excess of the maximum Rate Schedule
FT-1 Recourse Rate shall be treated as a bid at the maximum Rate Schedule FT-1
Recourse Rate.

36.4 Iteration: Transporter shall post any matched offer below the maximum
Recourse Rate on its EDM
for an additional thirty (30) Days, during which time bids may be submitted at
a higher price.
Shipper again will be given an opportunity to match any higher bid. This
process will continue until either the Shipper has agreed to pay Transporter's maximum Recourse
Rate; the Shipper fails to match an offer; or no higher bid is submitted. The iterative process
shall not extend for greater than one hundred twenty (120) days from the initial posting of a
matched offer pursuant to this Section 36.4. At the expiration of such 120-day period, the
most recent offer shall be accepted.

36.5 Renegotiation: If no bids are submitted at the maximum Recourse Rate
pursuant to Rate Schedule
FT-1 and Transporter refuses to accept a lower bid, or competing offers are
submitted,
Transporter may abandon service to Shipper unless Shipper agrees to pay the
maximum Recourse Rate pursuant to Rate Schedule FT-1 for a period of one Year and one Day, or
Transporter and Shipper negotiate the terms and conditions of a Firm Transportation Agreement
extension.

36.6 Effective Rate During Renegotiation: If, at the expiration of Shipper's Firm
Transportation Agreement, the iterative process of Section 36.4 is still in process or Shipper
and Transporter are negotiating the terms of a new Firm Transportation Agreement pursuant to
Section 36.5, then
Transporter shall continue to provide Firm Transportation Service to Shipper
pursuant to the terms and conditions, including the pricing terms, of the expired Firm
Transportation Agreement.

37. ELECTRONIC CONTRACTING AGREEMENT

37.1 In General: Transporter and Shipper, prospective Shipper, Replacement Shipper, or prospective Replacement Shipper ("Subscriber") may, and when required by the Tariff shall, enter into new or amended Firm or Interruptible Transportation Agreements, Master Capacity Release Agreements or Capacity Release Schedules by electronic communications through Transporter's EDM. Transporter and Subscriber may also, by mutual agreement, enter into any other contract or agreement by electronic communications. Firm or Interruptible Transportation Agreements, Master Capacity Release Agreements, and Capacity Release Schedules, and any other such contracts or agreements are collectively referred to as "Contracts" in this Section 37.

37.2 When Required: Subscriber shall be required to enter into a Contract electronically if Subscriber desires to commence service within five (5) Business Days after a Contract is awarded.

37.3 Prerequisites: A Subscriber shall not be eligible to enter into a Contract electronically until it has executed and submitted to Transporter an Electronic Contracting Agreement in the form contained in this Tariff. Subscriber shall execute the Electronic Contracting Agreement in duplicate by original handwritten signature(s) and forward it to Transporter via mail or other delivery service at least five (5) Business Days in advance of bidding for Released Capacity or requesting a Contract. The requirement of timely submission of an executed Electronic Contracting Agreement may not be satisfied by facsimile transmission of an executed document, or any other method that results in Transporter receiving only a copy of a signature.

37.4 Documents; Standards. Transporter and Subscriber may, and when required by the Tariff shall, electronically transmit to or receive from the other party any of the electronic forms listed by Transporter, currently or in the future, on its EDM (collectively "Documents"). Any transmission of data that is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards set forth in Transporter's EDM users manual, as it may be supplemented or amended from time to time by Transporter.

37.5 Signatures: Transporter shall adopt as its signature an electronic identification, and Transporter shall provide to Subscriber one or more unique electronic identifications (User Identification and Password), consisting of symbol(s) or code(s), which are to be electronically affixed to or placed in each Document transmitted by such party ("Signatures"). The employee(s) or officer(s) designated by Subscriber in the Electronic Contracting Agreement shall perform the contracting function for Subscriber and thereby legally bind Subscriber to any Contract with Transporter by use of that person's assigned User Identification and Password. By entering into an Electronic Contracting Agreement, Subscriber represents and warrants that (i) the employee(s) or officer(s) identified in the Electronic Contracting Agreement have been duly and legally authorized to enter into and execute electronically on behalf of Subscriber; and (ii) all other persons designated by Subscriber to receive User Identification and Password have been duly authorized to send and receive Documents other than Contracts. The signature of a party affixed to or contained in any transmitted Document shall be prima facia proof that such party originated such Document.

37.6 Security Procedures: Each party shall be responsible for ensuring that all electronic executions with Signatures and all transmissions of Documents are authorized. Each party shall also be responsible for protecting its business records and data from improper access. Parties shall be responsible for securing physical access to each of its computers with access to Transporter's EDM and for keeping confidential its User Identification(s) and Password(s). Transporter reserves the right to invalidate any User Identification or Password if it reasonably suspects a security breach.

37.7 Transmissions

(a) Proper Receipt: Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until such document has been successfully received and time-stamped by Transporter's EDM.

(b) Acknowledgement: Upon proper receipt of any Document, the receiving party shall promptly and properly transmit electronically a functional acknowledgement of receipt. A functional acknowledgement shall constitute conclusive evidence that a Document has been received.

37.8 Pro Forma Agreements: When a party affixes its Signature to a Contract and transmits the Contract to Transporter in accordance with Section 37.5 above, it shall be bound by (i) the terms and conditions of the applicable pro forma Firm Transportation Agreement, Interruptible Transportation Agreement or Master Capacity Release Agreement and Schedules contained in this Tariff; or (ii) the terms and conditions of any other agreement that is a Document. The date of Transporter's acceptance of an executed and properly transmitted Contract under Section 37.5 shall be deemed to be the date of execution for purposes of the Contract and that execution date shall apply to any subsequently issued paper copy of the Contract that Transporter tenders to Shipper. The effective date and term of the Contract shall be determined as above but Transporter shall not be required to provide service to Subscriber prior to the date of acceptance.

37.9 Replacement With Paper Copies of Agreements: Transporter may terminate a Contract entered into electronically and providing for firm service with a term of one Year or more, thirty (30) Days after the date of execution, as determined in accordance with Section 37.8, unless Shipper executes in original handwriting, a paper copy of that Contract and returns it to Transporter prior to the execution of that thirty (30) Day period. Transporter shall send the Contract through the EDM in sufficient time to enable Shipper to print, execute, and return a paper copy prior to the thirty (30) Day termination date.

37.10 Termination: Except as stated in Section 37.6, the Electronic Contracting Agreement shall remain in effect until terminated by either party, by at least thirty (30) Days written notice, which notice shall specify the effective date of termination; provided that: (i) the effective date of termination shall not precede the termination of any Contract entered into electronically; (ii) any termination shall not affect the respective obligations or rights of the parties arising under any Contract entered into electronically, or otherwise arising under this Section prior to the effective date of termination; and (iii) any such termination by Transporter shall be only for due cause or upon the request of Shipper.

37.11 Garbled Transmissions: If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party in a reasonable manner. Until such time as the Document is re-sent and received in intelligible form, Transporter's record of the contents of such Document shall control.

37.12 Terms and Conditions of Electronic Contracting Agreement: The terms and conditions set forth in this Section 37.12 shall apply to the Electronic Contracting Agreements entered into by Transporter and Shippers.

(a) The Electronic Contracting Agreement shall be considered to be an integral part of any Contract entered into between Transporter and Shipper.

(b) Execution of the Electronic Contracting Agreement shall evidence the parties' mutual intent to create binding contractual obligations by means of the electronic transmission and receipt of Documents.

(c) Any Document properly transmitted shall be deemed to be a "writing" or "in writing" and any such Document that includes a Signature ("Signed Documents") shall be deemed for all purposes to be "signed" and constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(d) The conduct of the parties under an Electronic Contracting Agreement, including the use of properly transmitted Signed Documents, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of any Contract, Electronic Contracting Agreement, or other transaction of business by electronically transmitting and receiving data through Transporter's EDM.

(e) By executing the Electronic Contracting Agreement, the parties agree not to contest or assert as a defense the validity or enforceability of Signed Documents under the provisions of any law, including the Statute of Frauds, relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under the business records exception to the hearsay rule, the best evidence rule, or any other statute or rule of like kind or character on the basis that the Signed Documents were not originated or maintained in documentary form or any form not contemplated in the Electronic Contracting Agreement.

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Original Sheet No.272 Original Sheet No.272 : Effective

is (f) Severability: Any provision of the Electronic Contracting Agreement that
determined to be invalid or unenforceable will be ineffective to the extent
of such determination without invalidating the remaining provisions of the
Electronic Contracting Agreement or affecting the validity or enforceability
of such remaining provisions.

38. OPERATOR.

38.1 Transporter shall have the right to designate a Person to function as
Operator of its pipeline system, with respect to, but not limited to, the management of
facilities, receipt and disposition of Nominations; scheduling of receipts and
deliveries; administration of Firm Transportation Agreements, Interruptible
Schedules, Transportation Agreements, Master Capacity Release Agreements and
acting and other agreements; and accounting. If Transporter designates an Operator,
references to Transporter in this Tariff shall be read to include Operator
on behalf of Transporter, to the extent appropriate.

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39. NEGOTIATED RATES

- 39.1 (a) Availability: Notwithstanding anything to the contrary contained in this
Tariff, including the provisions of the Rate Schedules contained herein,
Transporter and Shipper may mutually agree to a Negotiated Rate under
any Firm Transportation Agreement, provided that Shipper has not
acquired its capacity on a temporary basis under the provisions of Section 23 of the
GTC. If a portion of the capacity under any existing Firm Transportation
Agreement is priced at a higher Negotiated Rate, the existing maximum or
discounted rates will continue to apply to the capacity not subject to the
Negotiated Rates. The Negotiated Rate may be less than, equal to, or
greater than the maximum otherwise applicable rate; shall not be less than
the minimum applicable Recourse Rate, may be based on a rate design
other than straight-fixed variable; and may include a minimum quantity.
Transporter's Recourse Rates shall be available to any Shipper that does
not agree to a Negotiated Rate.
- (b) Transporter and Shipper may agree to a Negotiated Rate for the entire
term of a Firm Transportation Agreement, or may agree to a Negotiated Rate for
some portion of the term of a Firm Transportation Agreement. Transporter
and Shipper may agree to apply the Negotiated Rate to all or a portion of
capacity under Shipper's Firm Transportation Agreement. A Firm
Transportation Agreement incorporating such a Negotiated Rate shall be
referred to herein as a "Negotiated Rate Agreement".
- (c) During the period a Negotiated Rate is in place, the Negotiated Rate shall
govern and apply to Shipper's service under the Firm Transportation
Agreement and the otherwise applicable rate, rate component, charge or credit shall
not apply or be available to the Shipper. Only those rates, rate components,
charges or credits identified by Transporter and Shipper in writing as being
superceded by a Negotiated Rate shall be ineffective during the period that
the Negotiated Rate is effective; all other rates, rate components, charges,
or credits prescribed, required, established, or imposed by this Tariff shall
remain in effect. At the end of the period during which the Negotiated
Rate is in effect, the otherwise applicable Tariff rates or charges shall govern
any service provided to Shipper.

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39.2 Filing Requirement: Unless Transporter executes and files a non-conforming agreement, Transporter will submit to the Commission a Tariff sheet stating the exact legal name of the Shipper, and the Negotiated Rate. The applicable Rate Schedule, Receipt and Delivery Points, and the contract quantities shall be posted on Transporter's EDM. Such Tariff sheet will be filed as soon as practicable, but in no event later than the time Transporter intends the rate to go into effect. The filing will contain a provision that the Negotiated Rate Agreement does not deviate in any material respect from the Form of Agreement in Transporter's Tariff for the applicable rate schedule. If, however, the Negotiated Rate Agreement does deviate in any material respect, Transporter shall file the non-conforming Service Agreement with the Commission as soon as practicable, but in no event later than the time the Transporter intends the rate to go into effect.

39.3 Rate Treatment: Transporter shall have the right to seek in future general rate proceedings discount-type adjustments in the design of its rates related to Negotiated Rate Agreements that were converted from pre-existing discount Agreements to Negotiated Rate Agreements. In those situations, Transporter may seek a discount-type adjustment based upon the greater of: (i) the Negotiated Rate revenue received, or (ii) the discounted Tariff rate revenues which otherwise would have been received.

39.4 Limitations: This Section does not authorize Transporter to negotiate terms and conditions of service.

39.5 Capacity Release: Negotiated Rates do not apply as the price cap for capacity release transactions. All applicable capacity release bids must conform to Transporter's Recourse Rates. Unless otherwise agreed, however, the Negotiated Rate Shipper shall be required to pay Transporter any difference by which the Negotiated Rate exceeds the rate paid by the Replacement Shipper. Transporter and Shipper may negotiate Shipper's payment obligations, or crediting mechanisms, which would apply when capacity subject to a Negotiated Rate is released, so long as the terms and conditions of service are not modified.

39.6 Accounting Treatment: Transporter shall maintain separate records for all revenues associated with Negotiated Rate transactions. Transactions related to Negotiated Rate Agreements which originated as pre-existing discounted services and were subsequently converted shall be recorded separately from those originating as Negotiated Rate Agreements. Transporter shall record the volumes transported, billing determinants, rate component, surcharge, and the revenue associated with its Negotiated Rates so that this

information
Transporter's

can be separately identified in the format of Statement G, I, and J in
general rate change applications.

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.275 Original Sheet No.275 : Effective

39.7 Priority of Service: Under any circumstances where scheduling of deliveries, allocation of capacity, or curtailment is determined by the rate being paid, Shippers agreeing to pay more under a Negotiated Rate than the maximum

Recourse Rate will be deemed to be paying the maximum Recourse Rate. The net present value of revenues attributable to a Shipper bidding or paying a Negotiated Rate shall be calculated using the actual or proposed Reservation Charge revenues and the actual Usage Charge revenues or any usage charge revenues guaranteed by a minimum volume commitment or otherwise. Where a Negotiated Rate is based on a Negotiated Rate Formula, the future value of which cannot be determined at the time the priority of service must be assessed, Transporter will estimate the future revenues to be received under the Negotiated Rate Formula using currently available data.

39.8 Right of First Refusal: The highest rate that an existing Shipper shall be required to match to continue its service agreement under the right-of-first refusal provisions of Section 36 of Transporter's Tariff is the maximum applicable Recourse Rate. The net present value of revenues to be received from a Shipper bidding a Negotiated Rate shall be calculated using the proposed Reservation Charge revenues and any proposed Usage Charge revenues guaranteed by a minimum volume commitment or otherwise. Where a Negotiated Rate is based on a Negotiated Rate Formula, the future value of which cannot be determined at the time of the bidding, Transporter shall estimate the future revenues to be received under the Negotiated Rate Formula using currently available data.

39.9 Refunds: Transporter shall not be required to refund to a Shipper any amounts collected for service to which Negotiated Rates apply, unless Transporter and Shipper agree otherwise.

39.10 Distinction from Discounted Rates: Any Negotiated Rate Agreement entered into between Transporter and Shipper shall contain a provision reflecting the mutual agreement of the parties that the Agreement represents a Negotiated Rate Agreement and not a discounted rate.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-741-000

Fourth Revised Sheet No. 276 Fourth Revised Sheet No. 276

Superseding: Substitute Third Revised Sheet No. 276

40. COMPLIANCE WITH 18 CFR SECTION 284.12

40.1 Transporter shall comply with the business practices and electronic communication standards incorporated by reference in Section 284.12 of the Commission's regulations, as amended from time to time. Transporter specifically incorporates the following standards, definitions and data sets, by reference:

0.2.1 - 3	Version 1.8;				
0.3.1	Version 1.8;	1.4.7	Version 1.8;	3.3.4	Version 1.8;
0.3.2	Version 1.8;	2.2.1	Version 1.8;	3.3.5	Version 1.8;
0.3.3	Version 1.8;	2.2.2-3	Version 1.8;	3.3.6	Version 1.8;
0.3.4	Version 1.8;	2.2.4	Version 1.8;	3.3.7	Version 1.8;
0.3.5	Version 1.8;	2.2.5	Version 1.8;	3.3.8	Version 1.8;
0.3.6	Version 1.8;	2.3.1	Version 1.8;	3.3.9	Version 1.8;
0.3.7	Version 1.8;	2.3.2	Version 1.8;	3.3.10	Version 1.8;
0.3.8	Version 1.8;	2.3.3	Version 1.8;	3.3.11	Version 1.8;
0.3.9	Version 1.8;	2.3.4	Version 1.8;	3.3.12	Version 1.8;
0.3.10 - 15	Version 1.8;				
0.4.1	Version 1.8;	2.3.5	Version 1.8;	3.3.13	Version 1.8;
1.2.1	Version 1.8;	2.3.6	Version 1.8;	3.3.14	Version 1.8;
1.2.2	Version 1.8;	2.3.7	Version 1.8;	3.3.16	Version 1.8;
1.2.3	Version 1.8;	2.3.8	Version 1.8;	3.3.17	Version 1.8;
1.2.5	Version 1.8;	2.3.9	Version 1.8;	3.3.18	Version 1.8;
1.2.6	Version 1.8;	2.3.10	Version 1.8;	3.3.20	Version 1.8;
1.2.8	Version 1.8;	2.3.11	Version 1.8;	3.3.21	Version 1.8;
1.2.9	Version 1.8;	2.3.12	Version 1.8;	3.3.22	Version 1.8;
1.2.10	Version 1.8;	2.3.13	Version 1.8;	3.3.23-26	Version 1.8;
1.2.11	Version 1.8;	2.3.14	Version 1.8;	3.4.1	Version 1.8;
1.2.12	Version 1.8;	2.3.15	Version 1.8;	3.4.2	Version 1.8;
1.2.13-19	Version 1.8;	2.3.16	Version 1.8;	3.4.3	Version 1.8;
1.3.2(vi)	Version 1.8;	2.3.17	Version 1.8;	3.4.4	Version 1.8;
1.3.3	Version 1.8;	2.3.18	Version 1.8;	4.2.1	Version 1.8;
1.3.8	Version 1.8;	2.3.19	Version 1.8;	4.2.2	Version 1.8;
1.3.14	Version 1.8;	2.3.20	Version 1.8;	4.2.3	Version 1.8;
1.3.15	Version 1.8;	2.3.21	Version 1.8;	4.2.4	Version 1.8;
1.3.16	Version 1.8;	2.3.22	Version 1.8;	4.2.5	Version 1.8;
1.3.17	Version 1.8;	2.3.23	Version 1.8;	4.2.6	Version 1.8;
1.3.19	Version 1.8;	2.3.25	Version 1.8;	4.2.7	Version 1.8;
1.3.21	Version 1.8;	2.3.26	Version 1.8;	4.2.8	Version 1.8;
1.3.23	Version 1.8;	2.3.27	Version 1.8;	4.2.9	Version 1.8;
1.3.24	Version 1.8;	2.3.28	Version 1.8;	4.2.10	Version 1.8;
1.3.25	Version 1.8;	2.3.29	Version 1.8;	4.2.11	Version 1.8;
1.3.26	Version 1.8;	2.3.30	Version 1.8;	4.2.12	Version 1.8;
1.3.27	Version 1.8;	2.3.31	Version 1.8;	4.2.13	Version 1.8;
1.3.28	Version 1.8;	2.3.32-35	Version 1.8;	4.2.14	Version 1.8;
1.3.29	Version 1.8;	2.3.40-65	Version 1.8;	4.2.15	Version 1.8;
1.3.30	Version 1.8;	2.4.1	Version 1.8;	4.2.16	Version 1.8;
1.3.34	Version 1.8;	2.4.2	Version 1.8;	4.2.17	Version 1.8;
1.3.35	Version 1.8;	2.4.3	Version 1.8;	4.2.18	Version 1.8;
1.3.36	Version 1.8;	2.4.4	Version 1.8;	4.2.19	Version 1.8;
1.3.38	Version 1.8;	2.4.5	Version 1.8;	4.2.20	Version 1.8;
1.3.39	Version 1.8;	2.4.6	Version 1.8;	4.3.1	Version 1.8;
1.3.41	Version 1.8;	2.4.7-18	Version 1.8;	4.3.2	Version 1.8;
1.3.42	Version 1.8;	3.3.1	Version 1.8;	4.3.3	Version 1.8;
1.3.43	Version 1.8;	3.3.2	Version 1.8;		
1.3.44	Version 1.8;	3.3.3	Version 1.8;		
1.3.45	Version 1.8;				
1.3.46	Version 1.8;				
1.3.47-77	Version 1.8;				
1.3.79	Version 1.8;				
1.4.1	Version 1.8;				
1.4.2	Version 1.8;				
1.4.3	Version 1.8;				
1.4.4	Version 1.8;				
1.4.5	Version 1.8;				
1.4.6	Version 1.8;				

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-741-000

Fourth Revised Sheet No. 277 Fourth Revised Sheet No. 277

Superseding: 2nd Sub. Third Revised Sheet No. 277

4.3.5	Version 1.8;	5.3.45	Version 1.8;
		5.3.46	Version 1.8;
		5.3.47	Version 1.8;
4.3.16	Version 1.8;	5.3.48	Version 1.8;
4.3.17	Version 1.8;	5.3.49	Version 1.8;
4.3.18	Version 1.8;	5.3.50	Version 1.8;
4.3.20	Version 1.8;	5.3.51	Version 1.8;
4.3.22	Version 1.8;	5.3.52	Version 1.8;
4.3.23	Version 1.8;	5.3.53	Version 1.8;
4.3.24	Version 1.8;	5.3.54	Version 1.8;
4.3.25	Version 1.8;	5.3.55	Version 1.8;
4.3.26	Version 1.8;	5.3.56	Version 1.8;
4.3.27	Version 1.8;	5.3.57	Version 1.8;
4.3.28	Version 1.8;	5.3.58	Version 1.8;
4.3.29	Version 1.8;	5.3.59	Version 1.8;
4.3.30	Version 1.8;	5.3.60	Version 1.8;
4.3.31	Version 1.8;	5.4.1	Version 1.8;
4.3.32	Version 1.8;	5.4.2	Version 1.8;
4.3.33	Version 1.8;	5.4.3	Version 1.8;
4.3.34	Version 1.8;	5.4.4	Version 1.8;
4.3.35	Version 1.8;	5.4.5	Version 1.8;
4.3.36	Version 1.8;	5.4.6	Version 1.8;
4.3.38 - 62	Version 1.8;	5.4.7	Version 1.8;
4.3.65 - 69	Version 1.8;	5.4.8	Version 1.8;
4.3.72 - 76	Version 1.8;	5.4.9	Version 1.8;
4.3.78 - 87	Version 1.8;	5.4.10	Version 1.8;
4.3.89 - 93	Version 1.8;	5.4.11	Version 1.8;
5.2.1	Version 1.8;	5.4.12	Version 1.8;
5.3.5	Version 1.8;	5.4.13	Version 1.8;
5.3.7	Version 1.8;	5.4.14	Version 1.8;
5.3.11	Version 1.8;	5.4.15	Version 1.8;
5.3.13	Version 1.8;	5.4.16	Version 1.8;
5.3.16	Version 1.8;	5.4.17-19	Version 1.8;
5.3.17	Version 1.8;	5.4.20	Version 1.8;
5.3.18	Version 1.8;	5.4.21	Version 1.8;
5.3.20	Version 1.8;	5.4.22	Version 1.8;
5.3.21	Version 1.8;	5.4.23	Version 1.8;
5.3.22	Version 1.8;	10.3.1	Version 1.8;
5.3.23	Version 1.8;	10.3.3 - 25	Version 1.8
5.3.24	Version 1.8;		
5.3.25	Version 1.8;		
5.3.26	Version 1.8;		
5.3.27	Version 1.8;		
5.3.28	Version 1.8;		
5.3.29	Version 1.8;		
5.3.30	Version 1.8;		
5.3.31 - 40	Version 1.8;		
5.3.41	Version 1.8;		
5.3.42	Version 1.8;		
5.3.43	Version 1.8;		

Effective Date: 11/02/2003 Status: Effective

FERC Docket: RP04- 7-000

Original Sheet No. 277A Original Sheet No. 277A : Effective

41. ACQUIRED CAPACITY

- (a) Transporter may from time to time enter into transportation agreements with upstream or downstream entities, including other interstate pipelines, intrastate pipelines, or local distribution companies (Acquired Capacity). Transporter may use Acquired Capacity for its system operational needs and to render service to its customers. Except as provided in subsection (b), Transporter states that, if it transports gas for others using Acquired Capacity, such services will be provided pursuant to the same rates and tariffs that are applicable to onsystem customers, as such rates and tariffs may change from time to time. For purposes of the use of Acquired Capacity covered by this section 41(a), the "shipper must hold title" requirement is waived.
- (b) Nothing herein shall be read to preclude Transporter from filing with the Commission for different tariff provisions applicable to any service which Transporter provides using Acquired Capacity; provided, that the waiver of the "shipper must hold title" requirement hereunder shall not apply in such a circumstance and Transporter will be required to see a case-specific waiver of that requirement from the Commission.

Effective Date: 06/22/2006 Status: Effective

FERC Docket: RP06-383-000

Original Sheet No. 277B Original Sheet No. 277B : Effective

42. AWARD OF AVAILABLE CAPACITY

- 42.1 This Section governs how capacity that becomes available on Transporter's system will be made available, except in cases of contract expiration governed by Section 36 of the GTC.
- 42.2 Transporter will post all capacity that becomes available on the Informational Postings area of its EDM.
- 42.3 When a Shipper expresses interest in posted available capacity, or if Transporter has advance knowledge that capacity will become available, Transporter may conduct an auction for such capacity, using the procedures set forth herein.
- (a) Transporter shall post notice on its EDM of its intent to conduct an auction of available capacity. All postings made pursuant to this section shall contain: (i) the type of service that will be available; (ii) the available Receipt and Primary Delivery Points; (iii) the quantity of available capacity; (iv) the term for which the capacity is available; (v) any minimum terms and conditions that would be acceptable for consideration; (vi) any minimum bid packages that would be acceptable; (vii) the NPV formula to be used in evaluating bids; and (viii) the bidding process.
 - (b) Notices shall be posted for a minimum of: (i) four (4) business hours for services offerings of 31 days or less; (ii) one (1) business day for service offerings with a term of more than 31 days but not greater than 92 days; (iii) three (3) business days for service offerings with a term of more than 92 days but not greater than 365 days; and (iv) five (5) business days for service offerings with a term greater than 365 days.
 - (c) A posting may specify either that Transporter reserves the right not to award capacity to any bid lower than the maximum applicable reservation rate, or that Transporter has established minimum acceptable bids by time period(s) for capacity that is subject to the auction. In the event that Transporter elects to establish minimum acceptable bids prior to the auction, Transporter may elect not to disclose the minimum acceptable bids at the time of posting but shall record and maintain such bids for a period of three (3) years.

- (d) Bidders may submit substitute bids, each higher than the bidder's preceding bid. Except as stated in Section 42.5(e) all bids shall be binding, unless superseded by a higher bid. Bids may be withdrawn only by submitting a superseding higher bid.
 - (e) Auctions will be by closed bids. The successful bid(s) will be posted in accordance with Section 42.6(d).
 - (f) Transporter may reject any bids that do not satisfy the terms of the auction or fail to comply with the Transporter's Tariff.
- 42.4 Transporter may enter into a pre-arranged transaction prior to an auction for all or a portion of the available capacity. If Transporter enters into a pre-arranged transaction, the terms of the transaction will be posted by Transporter prior to commencement of the auction for such capacity and bidders will have the opportunity to acquire the capacity by submitting a higher bid than the pre-arranged transaction. If a higher bid than the pre-arranged transaction is received, the party with the pre-arranged transaction will have 24 hours from receiving notification of the higher bid to match the higher bid in order to obtain the capacity.
- 42.5 Bid Evaluation
- (a) Bids will be evaluated and ranked based on the net present value ("NPV") determined to be generated by the bid.
 - (b) Bidders may bid at Transporter's Recourse Rates, or at another rate, which may be less than, greater than, or equal to the Recourse Rates, and which will be deemed a Negotiated Rate, pursuant to Section 39 of the GTC.
 - (c) With respect to bids that include a rate for AOS service, the economic value of any such AOS bid will be determined using a projected AOS percentage that will be posted with the notice of the auction.
 - (d) In the case of equally ranked bids, capacity will be allocated pro rata to all such bidders.
 - (e) Bidders may decline to accept a pro rata allocation of capacity below the total quantity stated in their bid, by providing written notice within one hour of receiving notice of a successful bid. In that event, the capacity will be awarded, first pro rata to the other equally ranked bidder(s), and then to the next highest bidder(s).

Effective Date: 06/22/2006 Status: Effective

FERC Docket: RP06-383-001

Substitute Original Sheet No. 277D Substitute Original Sheet No. 277D : Effective

Superseding: Original Sheet No. 277D

42.6 Award Process(a)Within 24 hours of the close of the bid period,

Transporter will advise the highest bidder(s) of their successful bid(s).(b)Within 24 hours of receiving notice of an award of capacity, a bidder must:(i)Make acceptable arrangements for transportation service on upstream and downstream transporters, as required by Section 1 of the FT-1 Rate Schedule.(ii)Satisfy the creditworthiness requirements of Section 22 of the TC.(iii)Execute the following agreements with Transporter:(A)Firm Transportation Agreement(B)Acknowledgement and Consent(C)Subscriber's agreement(D)Electronic Contracting Agreement(c)If a successful bidder does not satisfy these requirements within 24 hours of receiving notice of a capacity award, the award will be cancelled and the capacity will be awarded first to any equally ranked bidder, if any, who received a pro rata allocated capacity award, and then to the next highest bidder. (d)Within 24 hours of the conclusion of the contracting process, Transporter shall post the terms of the successful bid(s), revealing the identity of the successful bidder(s).

Effective Date: 08/01/2006 Status: Effective

FERC Docket: RP06-443-000

Original Sheet No. 277E Original Sheet No. 277E : Effective

43. OPERATIONAL PURCHASES AND SALES OF GAS

- 43.1 Transporter may purchase and/or sell gas to the extent necessary to: (i) maintain system pressure and line pack; (ii) manage imbalance quantities pursuant to Section 16 of the GT&C; (iii) perform other operational functions of Transporter in connection with transportation and other similar services; and (iv) otherwise protect the operational integrity of its system. Any such purchases and/or sales shall be made on an unbundled basis and at Receipt Point(s). Operational purchases or sales shall have a lower transportation priority than firm transportation service.
- 43.2 Transporter will post its operational purchases and/or sales on its electronic bulletin board or alternatively will utilize a third party electronic bulletin board(s). Transporter's posting on its electronic bulletin board shall include at a minimum: (1) the level of daily quantities and whether such purchase and/or sales quantities shall be made on a firm or interruptible basis; (2) the requested effective date and term of the purchase and/or sale; (3) the points of receipt and/or delivery of gas; and (4) any additional information as may be required by Transporter. Transporter shall ask prospective bidders to place a bid on its electronic bulletin board or in writing (via US Mail, Fax, or email), with such bid(s) containing the following information: (1) bidders legal name and the name, title, address and phone number of individual authorized to purchase or sell gas; (2) bidders price; (3) completed bid form addressing all criteria requested by Transporter in its posting; and (4) any conditions on the prospective bidder's offer to purchase and/or sell gas. Transporter shall evaluate bids and shall award such purchase and/or sale of gas to the prospective bidder having a bid containing the lowest bid (if a purchase) or the highest bid (if a sale) and otherwise matching all terms and conditions requested by Transporter in its posting. Transporter reserves the right, in its sole discretion, (1) to withdraw its postings; (2) reject all bids due to operational changes; and (3) reject any bids which are not complete, which contain modifications to terms of the posting or which contain terms that are operationally unacceptable.
- 43.3 Transporter will file an annual report on or before May 1 of each year reflecting the operational purchases and sales for the 12-month period ending the preceding December 31. The report will state the source of the gas purchased/sold, the date of the purchases/sales, volumes, the purchase/sales price, the cost and revenues for such purchase/sales and the disposition of the associated costs and revenues for all operational purchases and sales.

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-624-000

First Revised Sheet No. 278 First Revised Sheet No. 278
Superseding: Original Sheet No. 278

Receipt Points

Receipt Point	Location of Interconnection	Milepost
Interconnect with Alliance Pipeline Limited Partnership	Renville County, North Dakota	0.00
Interconnect with Pecan Pipeline (North Dakota), Inc.	Alliance Block Valve 16-2	56.29

Effective Date: 06/01/2008 Status: Effective

FERC Docket: RP08-379-000

Fourth Revised Sheet No. 279 Fourth Revised Sheet No. 279

Superseding: Third Revised Sheet No. 279

Delivery Points

Delivery Point	Location of Interconnection	Milepost
The Peoples Gas Light and Coke Company	Will County, Illinois	886.76
ANR Pipeline Company	Will County, Illinois	884.93
Guardian Pipeline, L.L.C.	Will County, Illinois	884.93
Midwestern Gas Transmission	Will County, Illinois	882.89
Vector Pipeline	Will County, Illinois	884.93
Natural Gas Pipeline Company of America	Grundy County, Illinois	876.07
Northern Illinois Gas Company	Grundy County, Illinois	874.75
Aux Sable Liquid Products L.P.	Grundy County, Illinois	874.58
Absolute Energy, L.L.C.	Mitchell County, Iowa	577.0
Tri-State Ethanol Company, L.L.C.	Richland County, North Dakota	318.1
VeraSun Hankinson, L.L.C.	Richland County, North Dakota	318.1
Processing Delivery Point: Aux Sable Liquid Products L.P. Processing Point	Grundy County, Illinois	874.58

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.280 Original Sheet No.280 : Effective

Sheet Nos. 280 - 299

Reserved for Future Use

Effective Date: 01/01/2004 Status: Effective

FERC Docket: RP04- 77-001

Substitute First Revised Sheet No. 300 Substitute First Revised Sheet No. 300 : Effective
Superseding: Original Sheet No. 300

FORM OF FIRM TRANSPORTATION AGREEMENT

TRANSPORTATION AGREEMENT
FOR FIRM TRANSPORTATION OF NATURAL GAS
ALLIANCE PIPELINE L.P.

Firm Transportation Agreement No. _____

This TRANSPORTATION AGREEMENT FOR FIRM TRANSPORTATION OF NATURAL GAS ("Firm Transportation Agreement" or "Agreement") is made and entered into this __ day of ____, 20__, between:

ALLIANCE PIPELINE L.P., ("Transporter"),

and

_____, ("Shipper").

Witneseth: That in consideration of the mutual covenants contained herein the parties agree as follows:

Section 1. Service to be Rendered

Transporter shall perform and Shipper shall receive Firm Transportation Service in accordance with the provisions of Transporter's effective Rate Schedule FT-1 and the applicable General Terms and Conditions (GTC) of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

Section 2. Term

This Agreement shall be effective as of the date first written above, for a term of ____ years. Shipper may extend the term of this Agreement for a minimum of ____ upon ____ prior written notice of the extension. Pregranted abandonment of service shall apply upon termination of this agreement.

Effective Date: 01/01/2004 Status: Effective

FERC Docket: RP04- 77-000

First Revised Sheet No. 301 First Revised Sheet No. 301 : Effective

Superseding: Original Sheet No. 301

Section 3. Rates

[Shipper shall pay the currently effective Rate Schedule FT-1 Recourse Rates set forth at Sheet No. 10 of Transporter's Tariff, as such rates may be revised and superseded, subject to Commission approval, from time to time, unless Shipper has executed a Negotiated Rate Agreement in accordance with Section 39 of the GTC.]

OR

[Negotiated Rate].

Section 4. Notices

Notices to Transporter under this Agreement shall be addressed to:

Alliance Pipeline L.P.
6385 Old Shady Oak Road
Eden Prairie, MN 55344

Attention: Manager, Tariff Administration
Fax: (612) 944-9166

Section 5. Superseded Agreements

This Firm Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements:

_____, _____.

IN WITNESS WHEREOF, the Parties have duly executed this Firm Transportation Agreement in several counterparts by their duly authorized officers with effect as of the day first above written.

ALLIANCE PIPELINE L.P. by its Managing General
Partner, ALLIANCE PIPELINE INC.

[Date of Execution]

Per:

Per:

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.302 Original Sheet No.302 : Effective

SHIPPER

[Date of Execution]

Per:

Per:

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.303 Original Sheet No.303 : Effective

Appendix A to Firm Transportation Agreement No. _____

Under Rate Schedule FT-1 Between

Alliance Pipeline L.P. and _____

Contracted Capacity _____ MMcf/day

Primary Receipt Points:

Primary Delivery Points:

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.304 Original Sheet No.304 : Effective

FORM OF INTERRUPTIBLE TRANSPORTATION AGREEMENT

AGREEMENT FOR INTERRUPTIBLE TRANSPORTATION OF NATURAL
GAS

ALLIANCE PIPELINE L.P.

Interruptible Transportation Agreement No. _____

This TRANSPORTATION AGREEMENT FOR INTERRUPTIBLE
TRANSPORTATION OF NATURAL GAS

("Interruptible Transportation Agreement" or "Agreement") is made and entered
into this __ day of _____, 20__, between:

ALLIANCE PIPELINE L.P., ("Transporter"),

and

_____, ("Shipper").

Witnesseth: That in consideration of the mutual covenants contained herein the
parties agree as follows:

Section 1. Service to be Rendered

Transporter shall perform and Shipper shall receive Interruptible
Transportation Service in accordance with the provisions of Transporter's effective
Rate Schedule IT-1 and the applicable General Terms and Conditions (GTC) of
Transporter's
FERC Gas Tariff on file with the Federal Energy Regulatory Commission
("Commission") as
the same may be amended or superseded in accordance with the Rules and Regulations of
the
Commission.

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.305 Original Sheet No.305 : Effective

Section 2. Term

This Agreement shall be effective as of the date first written above and remain in effect for a term of ____ Years from the effective date.

Section 3. Rates

Shipper shall pay the currently effective Rate Schedule IT-1 Recourse Rates set forth in Transporter's Tariff as may be revised and superceded subject to Commission approval, from time to time, unless Transporter and Shipper mutually agree upon a lower rate.

Section 4. Notices

Notices to Transporter under this Agreement shall be addressed to:

Alliance Pipeline L.P.

6385 Old Shady Oak Road

Eden Prairie, MN 55344

Attention: Manager, Tariff Administration

Fax: (612) 944-9166

Section 5. Superseded Agreements

This Interruptible Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements:

_____, _____, . . .

IN WITNESS WHEREOF, the Parties have duly executed this Interruptible Transportation Agreement in several counterparts by their duly authorized officers with effect as of the day first above written.

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.306 Original Sheet No.306 : Effective

ALLIANCE PIPELINE L.P. by its Managing
General Partner, ALLIANCE PIPELINE INC.

[Date of Execution]

Per:

Per:

SHIPPER

[Date of Execution]

Per:

Per:

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.307 Original Sheet No.307 : Effective

Appendix A to Interruptible Transportation Agreement No. _____

Under Rate Schedule IT-1 Between

Alliance Pipeline L.P. and _____

Maximum Daily Transportation Quantity ("MDTQ"):

Primary Receipt Point:

Primary Delivery Point:

Effective Date: 06/01/2003 Status: Effective
FERC Docket: RP03-476-000

First Revised Sheet No. 308 First Revised Sheet No. 308 : Effective
Superseding: Original Sheet No. 308

ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT has been entered into as of _____, 20____, among:

[CURRENT SHIPPER], a corporation incorporated and subsisting under the laws of ((the "Assignor")

- and -

[ASSIGNEE], a corporation incorporated and subsisting under the laws of ((the "Assignee")

- and -

ALLIANCE PIPELINE L.P., a limited partnership formed under the laws of the State of Delaware (the "Transporter")

- and -

THE BANK OF NOVA SCOTIA TRUST COMPANY OF NEW YORK, as U.S. Security Trustee (the "Security Trustee")

WHEREAS: the Assignor has entered into an agreement dated as of _____ with the Transporter relating to the firm Transportation of Natural Gas (the "Transportation Agreement") and, in connection therewith, has entered into an acknowledgement and consent agreement relating to the assignment to the Security Trustee of the Transporter's rights under the Transportation Agreement (the "Consent"); and

WHEREAS: the Assignor wishes to assign to the Assignee all of its right, title and interest in and under the Transportation Agreement and the Consent and the Assignee has agreed to accept such assignment and to assume the obligations of the Assignor under the Transportation Agreement and the Consent (collectively, the "Documents"); and

WHEREAS: the Assignor has demonstrated to the satisfaction of the Transporter and the other parties hereto that it is in good standing under the Transportation Agreement and has complied with all applicable provisions of the Transporter's Tariff, the Transportation Agreement and any other agreement to which it is a party, respecting such assignment; and

Effective Date: 06/01/2003 **Status:** Effective

FERC Docket: RP03-476-000

First Revised Sheet No. 309 First Revised Sheet No. 309 : Effective

Superseding: Original Sheet No. 309

WHEREAS: the Assignee has demonstrated to the satisfaction of the Transporter and the other parties hereto its capability to observe, carry out, perform and fulfil all of the covenants, conditions, obligations and liabilities of the Assignor under the Documents, including but not limited to, those related to creditworthiness; and

WHEREAS: the Transporter and the Security Trustee have agreed to consent to such assignment and to release the Assignor from its obligations under the Documents. [insert as appropriate: (i) "subject to the Assignee executing and delivering replacement agreements in the same form, mutatis mutandis, as the Documents (the "Replacement Documents")"; and/or (ii) "and _____ (the "Guarantor") executing an unconditional, irrevocable guarantee of the obligations of the Assignee under the Transportation Agreement (the "Guarantee"), each in form satisfactory to the Transporter, or the Security Trustee, as applicable."]

NOW THEREFORE in consideration of these premises and the covenants and agreements hereinafter set forth and contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto covenant and agree as set forth below.

The Assignor hereby assigns, transfers, sets over and conveys unto the Assignee, effective as of the date hereof (the "Effective Date"), all of the Assignor's right, title and interest in and to the Documents and all of its obligations and liabilities in respect thereof, to have and to hold the same for the Assignee's sole use and benefit absolutely.

The Assignee hereby accepts the assignments herein provided and covenants and agrees with the Assignor and with each of the other parties hereto in respect of the Documents to which each is respectively party to assume, as of the Effective Date, and thereupon and thereafter to be bound by, observe, carry out, perform and fulfil all of the covenants, conditions, obligations and liabilities of the Assignor under the Documents. [insert as appropriate: ", and to execute and deliver the Replacement Documents to evidence such assumption."]

Effective as of the Effective Date [or, as appropriate: (i) "upon execution and delivery of the Replacement Documents by the Assignee"; and/or (ii) "and the Guarantee by the Guarantor, each in form satisfactory to the Transporter or the Security Trustee, as applicable,"] the Assignor shall be released and discharged from its obligations under the Documents without further or other act or formality.

Issued by: D.A. Prince, Vice President

Issued On: May 13, 2003

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.310 Original Sheet No.310 : Effective

The parties hereto shall, from time to time and at all times hereafter, without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required to give full effect to the provisions hereof. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

This agreement may be executed and delivered (in original form or in facsimile form) in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the date first above written.

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.311 Original Sheet No.311 : Effective

[ASSIGNEE]

[CURRENT SHIPPER]

By: _____

By:

By: _____

By:

ALLIANCE PIPELINE L.P. by its Managing
TRUST
General Partner, Alliance Pipeline Inc.

THE BANK OF NOVA SCOTIA
COMPANY OF NEW YORK, solely in
its capacity as U.S. Security Trustee

By: _____

By:

By: _____

By:

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.312 Original Sheet No.312 : Effective

ELECTRONIC CONTRACTING AGREEMENT

THIS ELECTRONIC CONTRACTING AGREEMENT ("Agreement") is made as of _____, 20____, by and between Alliance Pipeline L.P. ("Transporter") a Delaware Limited Partnership with its offices at 150, 6385 Old Shady Oak Road, Eden Prairie, MN, USA 55344 , and ("Shipper"), a _____ corporation, with its offices at _____.

WHEREAS, Transporter and Shipper have entered into or may enter into in the future one or more Firm or Interruptible Transportation Agreement(s), Master Capacity Release Agreement(s), or other contracts, agreements, or schedules (collectively "Contracts") pursuant to the provisions of Transporter's FERC Gas Tariff Vol. No. 1 ("Tariff") on file with the Federal Energy Regulatory Commission; and

WHEREAS, Transporter provides an Electronic Delivery Mechanism ("EDM") which includes an electronic data exchange component pursuant to Section 35 of the General Terms and Conditions of the Tariff; and

WHEREAS, Transporter and Shipper desire to facilitate the provision and receipt of Transportation service for their mutual benefit by entering into Contracts and transacting business by electronically transmitting and receiving data through Transporter's EDM in agreed formats ("Transactions") in substitution for conventional paper documents, and further desire to assure that such Transactions and Contracts are not legally invalid or unenforceable as a result of the use of available electronic technologies; and

WHEREAS, the terms and conditions governing electronic contracting are contained in the GTC Section 37.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and the benefits to be derived, the parties, intending to be legally bound, agree as follows:

1. Any Contract entered into electronically between the parties shall be governed by the provisions of said GTC Section 37, as it may be amended from time to time, which is incorporated herein by reference.

2. The provisions of the GTC Sections 35 (Electronic Delivery Mechanism);
29 (Transportation Agreements); 5 (Force Majeure); and 26 (Notices); of the Tariff are
incorporated
herein by reference.

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.313 Original Sheet No.313 : Effective

3. The Person(s) designated and properly authorized by Shipper to bind Shipper to Contracts through electronic communications and the use of User Identification Number(s) and Password(s) assigned to such Person(s) are as follows:

_____.

WHEREFORE, each party has caused this Agreement to be properly executed on its behalf effective as of the date first written above.

ALLIANCE PIPELINE L.P., by its Managing
General Partner, Alliance Pipeline Inc.

SHIPPER

BY _____

BY _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.314 Original Sheet No.314 : Effective

MASTER CAPACITY RELEASE AGREEMENT

This Master Capacity Release Agreement ("Agreement") is entered into this ___ day of _____, 2000, by and between Alliance Pipeline L.P. ("Transporter"), a Delaware Limited Partnership, with its offices at 150, 6385 Old Shady Oak Road, Eden Prairie, MN U.S.A. 55344 and _____ ("Replacement Shipper"), a _____ corporation, with its offices at _____.

WHEREAS, Replacement Shipper desires Transporter to Transport Gas on its behalf in the event that Replacement Shipper is awarded Released Capacity on Transporter's system; and

WHEREAS, Transporter is willing to transport Gas under the terms and conditions of this Agreement.

NOW THEREFORE, Transporter and Replacement Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and the General Terms and Conditions ("GTC") of Transporter's FERC Gas Tariff ("Tariff"), as amended from time to time, constitute the Transportation service to be provided and the rights and obligations of Replacement Shipper and Transporter.

1. SCOPE OF AGREEMENT

Replacement Shipper and Transporter acknowledge that this Agreement is entered into pursuant to Section 23 of the GTC of Transporter's Tariff for the purpose of facilitating the Capacity Release process. Accordingly, Replacement Shipper agrees to be bound by the terms of its winning bid for Released Capacity Release or the terms of any Pre-Arranged Capacity Release to which it is a party ("Bid") if and when Transporter awards Replacement Shipper Capacity pursuant to any such Bid. Further, Replacement Shipper agrees that, in addition to the terms and conditions of this Agreement, with respect to Transportation under any Capacity awarded by Transporter, Replacement Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Replacement Shipper and Transporter agree that the term, rate, Capacity, Rate Schedule, Delivery Point(s), recall and reput rights, and other terms and conditions as applicable, for each Capacity Release transaction under this Agreement, as identified in Replacement Shipper's Bid, are hereby incorporated by

reference into this Agreement and made a part hereof.

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.315 Original Sheet No.315 : Effective

2. AUTHORITY FOR TRANSPORTATION

The authority for transportation service under this agreement shall be 18 C.F.R. Part 284 Subpart G.

3. TERMS IN ATTACHED SCHEDULES

For each award of Capacity to Replacement Shipper, Transporter shall tender to Replacement Shipper a separate, numbered Capacity Release Schedule pursuant to section 23.3 of the GTC. Such Schedule shall be executed electronically by Replacement Shipper pursuant to Sections 23.3 and 37 of the GTC, incorporated herein and made a part hereof. For each award of Capacity, such Schedule shall set forth the following terms, which shall be consistent with Releasing Shipper's offer to release Capacity under GTC Section 23.2(h) (if any) and Replacement Shipper's Bid: (i) the amount of Capacity awarded to Replacement Shipper; (ii) the Primary Receipt and Delivery Points associated with such Capacity; (iii) the Rate applicable to such Released Capacity; (iv) the recall and reput rights, if any, associated with the Released Capacity; (v) the term of the Released Capacity, subject to Section 23.2(d) of the GTC; (vi) the applicable Rate Schedule; and (vii) other applicable terms and conditions.

4. INCORPORATION BY REFERENCE

The provisions of Transporter's applicable Rate Schedule, and the GTC of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective duly authorized Officers or Representatives, to be effective as of the date first written above.

SHIPPER: _____ TRANSPORTER: Alliance Pipeline L.P.

By: _____ By: _____

Title: _____ Title: _____

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.316 Original Sheet No.316 : Effective

CAPACITY RELEASE SCHEDULE NO. ____

This Capacity Release Schedule ("Schedule") is incorporated by reference and made a part of that Master Capacity Release Agreement No. ____ entered into by and between Alliance Pipeline L.P. ("Transporter") and ____ ("Replacement Shipper"). This Schedule sets forth certain terms and conditions applicable to Transportation to be performed by Transporter for Replacement Shipper, pursuant to an award of Released Capacity to Replacement Shipper:

Bid No1: _____ Capacity Award No. _____

Term2: _____

Amount of Capacity: _____

Rate Schedule: _____

Rate: _____

Primary Receipt Point(s): _____

Primary Delivery Point(s): _____

Recall Rights: _____

Reput Rights: _____

Other Terms and Conditions: _____

Shipper and Transporter hereby acknowledge that the terms of Transportation set forth above are specifically subject to the terms and conditions of the Master Capacity Release Agreement identified above; Transporters FERC Gas Tariff; and Transporter's applicable Rate Schedule.

1 subject to GTC Section 23.2 (d)

2 Enter "P/A" if Pre-Arranged Release not Subject to Building.

Effective Date: 10/02/2000 Status: Effective

FERC Docket: RP00-445-000

Original Sheet No.317 Original Sheet No.317 : Effective

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective duly authorized Officers or Representatives to be effective as of the date first written above.

SHIPPER: _____ TRANSPORTER: Alliance Pipeline L.P.

By: _____ By: _____

Title: _____ Title: _____

